

1028  
No. 2805

United States  
Circuit Court of Appeals  
For the Ninth Circuit.

MICHAEL GEORGE, Plaintiff in Error,  
vs.  
MRS. GEORGE MEYERS, Defendant in Error.

Transcript of Record.

Upon Writ of Error to the United States District Court of the  
District of Alaska, Division No. 1.

Filed

JULY 24 1916

F. D. MONCKTON,  
 Clerk



United States  
Circuit Court of Appeals  
For the Ninth Circuit.

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MICHAEL GEORGE,

Plaintiff in Error,

vs.

MRS. GEORGE MEYERS,

Defendant in Error.

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Transcript of Record.

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Upon Writ of Error to the United States District Court of the  
District of Alaska, Division No. 1.

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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in italic; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in italic the two words between which the omission seems to occur.]

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*In the District Court for the District of Alaska,  
Division Number One, at Juneau.*

No. 1277-A.

MRS. GEORGE MEYERS,  
Plaintiff and Defendant in Error,  
vs.

MICHAEL GEORGE,  
Defendant and Plaintiff in Error.

**Names and Addresses of Attorneys of Record.**  
GUNNISON & ROBERTSON, Juneau, Alaska,  
Attorneys for Plaintiff in Error.  
A. H. ZIEGLER and Z. R. CHENEY, Juneau,  
Alaska,  
Attorneys for Defendant in Error.

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*In the District Court for the District of Alaska,  
Division Number One at Juneau.*

CASE NUMBER 1277-A.

MRS. GEORGE MEYERS,  
Plaintiff,  
vs.  
MICHAEL GEORGE,  
Defendant.

**Complaint.**

Comes now plaintiff and for cause of action  
against defendant herein alleges:

I.

That plaintiff and defendant are residents and in-

habitants of the town of Douglas, Territory of Alaska.

### II.

That between October 18, 1909, and December 21st, 1911, the plaintiff, at defendant's special instance and request, performed services for defendant; that defendant agreed to pay plaintiff a reasonable compensation for said services; that said services so rendered to defendant by plaintiff consisted of cooking for defendant, attending to his room, doing his laundry work, sewing, and in performing the duties of a general housekeeper for defendant.

### III.

That said services so performed by plaintiff for defendant were reasonably worth the sum of \$390.00.

### IV.

That defendant has not paid the said sum of \$390.00, nor any part thereof, with the exception of the sum of \$72.50, and that there is now due and owing plaintiff the sum of \$317.50, together with interest thereon from December 21st, 1911, at the rate of 8% per annum. [1\*]

For a second cause of action against defendant, plaintiff alleges:

### I.

That on October 18, 1909, one George Meyers, the husband of plaintiff, and defendant entered into a partnership agreement, whereby they agreed to conduct a general mercantile establishment in the town of Douglas, Alaska; that said George Meyers was

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\*Page-number appearing at foot of page of original certified Record

then the owner of a store suitable for said business, and agreed and stipulated with defendant to use said store for their partnership business, in consideration of which defendant agreed and promised to pay to said George Meyers, as defendant's portion of the rental of said building, the sum of \$15.00 on the 18th day of each and every month during the continuance of said partnership business; that under and pursuant to the above agreement defendant occupied said building for a term of 26 months; that defendant's share of the rental for said store under and pursuant to said agreement above mentioned amounted to the sum of \$390.00; that at the time of final settlement of said partnership business, to wit: On December 21st, 1911, it was agreed and ascertained by and between George Meyers and defendant, that defendant's portion of the rental for said building amounted to the sum of \$390.00; that defendant at said time promised and agreed to pay said amount as his share of the rental of said store; but that ever since said December 21st, 1911, defendant refused, failed and neglected to pay said sum of \$390.00, and has not paid the same, nor any part thereof, with the exception of the sum of \$45.00.

## II.

That there is now due and owing said George Meyers from defendant the sum of \$345.00, together with interest thereon from December 21st, 1911, at the rate of 8% per annum.

## III.

That on the 7th day of May, 1915, said George Meyers, for good and valuable consideration, did

assign, set over and transfer unto [2] plaintiff the above demand, amounting to the sum of \$345.00, together with interest thereon from December 21st, 1911, at the rate of 8% per annum, and that plaintiff is now the lawful owner and holder of said claim.

WHEREFORE: Plaintiff prays for judgment against defendant:

FIRST: For the sum of \$317.50, together with interest thereon from December 21st, 1911, at the rate of 8% per annum.

SECOND: For the sum of \$345.00, together with interest thereon from December 21st, 1911, at the rate of 8% per annum.

THIRD: For plaintiff's costs and disbursements herein expended.

Z. R. CHENEY and  
A. H. ZIEGLER,  
Attorneys for Plaintiff.

United States of America,  
Territory of Alaska,—ss.

Mrs. George Meyers, being first duly sworn, on oath deposes and says:

I am the plaintiff in the above-entitled action, have read the foregoing complaint, know the contents thereof and the same is true as I verily believe.

MRS. MYERS.

Subscribed and sworn to before me this 13th day of May, A. D. 1915.

[Notarial Seal]

A. H. ZIEGLER,  
Notary Public for Alaska.

My commission expires July 3, 1917.

Filed in the District Court, District of Alaska,  
First Division. May 17, 1915. J. W. Bell, Clerk.  
By J. J. Clarke, Deputy. [3]

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*In the District Court for the District of Alaska,  
Division Number One, at Juneau.*

No. 1277-A.

MRS. GEORGE MEYERS,

Plaintiff,

vs.

MICHAEL GEORGE,

Defendant.

**Answer.**

Comes now the above-named *plaintiff*, and, for answer to plaintiff's complaint, alleges, admits and denies as follows, to wit: Answering plaintiff's first cause of action,

**I.**

Defendant admits paragraph I of plaintiff's first cause of action.

**II.**

Defendant denies paragraphs II, III, and IV, of plaintiff's first cause of action, and each and every allegation contained in each of said paragraphs.

Answering plaintiff's second cause of action,

**I.**

Defendant denies paragraph I of plaintiff's second cause of action, and each and every allegation therein contained, save and except defendant admits that he and one George Meyers, the husband of plain-

tiff, on or about November 1, 1909, entered into a partnership agreement whereby they agreed to conduct a general merchandise establishment in the town of Douglas, Alaska.

## II.

Defendant denies each and every allegation contained [4] in paragraph III of plaintiff's second cause of action.

And as a further separate and affirmative defense and counterclaim defendant alleges,

## I.

That between the 1st day of January, 1912, and the 1st day of March, 1915, defendant, at the special instance and request of plaintiff, and in the City of Douglas, Territory of Alaska, advanced to and loaned plaintiff the following sums of money, to wit:

\$50.00 on or about July 15, 1912, \$150.00 on or about January 20, 1915, and \$175.00 on or about February 1st, 1915, making a total of \$375.00;

## II.

That plaintiff has not paid the same nor any part thereof, and that the whole thereof is now due and owing and unpaid to defendant from plaintiff.

WHEREFORE, defendant prays that plaintiff take nothing by her action; that defendant have judgment against the plaintiff for the sum of Three Hundred Seventy-five (\$375.00) Dollars, with interest at the rate of eight (8%) per cent per annum from the 1st day of March, 1915, and for his costs and disbursements in this action incurred.

GUNNISON & ROBERTSON,  
Attorneys for Defendant.

United States of America,  
Territory of Alaska,  
Division Number One,—ss.

Michael George, being first duly sworn on oath, deposes and says: That he is the defendant in the above-entitled action; that the foregoing answer has been read to him and he knows the contents thereof; that the same is true as he verily believes.

M. GEORGE.

Subscribed and sworn to before me this 12 day of July, 1915.

[Notarial Seal] R. E. ROBERTSON,  
Notary Public in and for the Territory of Alaska.

My commission expires June 19, 1917. [5]

Receipt of copy and due service of the within answer admitted this 13 day of July, 1915.

Z. R. CHENEY,  
Attorneys for Plff.

Filed in the District Court, District of Alaska,  
First Division, Jul. 13, 1915. J. W. Bell, Clerk.  
By \_\_\_\_\_, Deputy.

[Endorsed]: No. 1277-A. In the District Court for the Territory of Alaska, Division No. 1. Mrs. George Meyers, Plaintiff, vs. Michael George, Defendant. Answer. Gunnison & Robertson, Attorneys for Defendant, 101-105 Decker Building, Juneau, Alaska. [6]

*In the District Court for the District of Alaska,  
Division Number One, at Juneau.*

CASE NUMBER 1277-A.

MRS. GEORGE MEYERS,

Plaintiff,

vs.

MIKE GEORGE,

Defendant.

**Reply.**

Comes now plaintiff, by her attorneys, Z. R. Cheney and A. H. Ziegler, and for reply to defendant's answer, herein alleges:

I.

Replying to defendant's affirmative defense and counterclaim, plaintiff denies that between the 1st day of January, 1912, and the 1st day of March, 1915, defendant at the special instance and request of plaintiff, advanced and loaned to plaintiff the sum of \$375.00, or any other sum or amount whatsoever, except the sum of \$200.00, which amount defendant loaned to plaintiff on or about the 20th day of January, 1915; that on April 12th, 1915, plaintiff repaid said sum of \$200.00 to defendant.

WHEREFORE plaintiff prays for judgment as in her complaint prayed for.

Z. R. CHENEY and

A. H. ZIEGLER,

Attorneys for Plaintiff.

United States of America,  
Territory of Alaska,—ss.

Mrs. George Meyers, being first duly sworn, on oath deposes and says: I am the plaintiff in the above-entitled action, have heard read the foregoing reply, know the contents thereof and the same is true as I verily believe.

MRS. MEYERS.

Subscribed and sworn to before me this 26th day of August, A. D. 1915.

[Notarial Seal]

JOHN HENSON,  
Notary Public for Alaska.

My commission expires May 8, 1916.

Copy received and service admitted this 26th day of August, 1915.

R. E. ROBERTSON,  
Attorney for Defendant.

Filed in the District Court, District of Alaska,  
First Division, Aug. 26, 1915. J. W. Bell, Clerk.  
By C. Z. Denny, Deputy. [7]

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*In the District Court for the District of Alaska,  
Division No. One, at Juneau.*

No. 1277-A.

MRS. GEORGE MEYERS,

Plaintiff,

vs.

MICHAEL GEORGE,

Defendant.

**Verdict.**

We, the jury in the above-entitled cause, find for the plaintiff and assess the amount of her recovery at \$418.35.

FRANKLIN W. BUTTERS,  
Foreman.

Entered Court Journal No. L, page 230.

Filed in the District Court, District of Alaska,  
First Division, Dec. 9, 1915. J. W. Bell, Clerk. By  
\_\_\_\_\_, Deputy. [8]

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*In the District Court for the District of Alaska,  
Division No. One, at Juneau.*

No. 1277-A.

MRS. GEORGE MEYERS,

Plaintiff,

vs.

MICHAEL GEORGE,

Defendant.

**Decision on Motion for New Trial.**

In this case defendant has moved for a new trial on the following grounds:

1. Misconduct of the prevailing party and her counsel.

I am entirely unable to see that there was any misconduct justifying a new trial. It is true that it was brought out, perhaps needlessly, that in 1911 the plaintiff had two children burned to death in a fire, but it is not reasonable to suppose that sympathy for

her on that account had anything to do with the rendition, four years later, of a verdict in an action in no wise connected with that lamentable occurrence—especially where the verdict could not possibly lessen the weight of such a blow as the loss of the children to the mother.

The prefacing of questions to witnesses, who had been excluded from the courtroom under the rule, by a recital of the substance of testimony given by other witnesses also under the rule, might have been grave misconduct if it had occurred in the examination in chief, but I think that on rebuttal it is permissible to call attention to the specific testimony to which the rebuttal is directed.

Persistence in the pernicious practice of asking leading questions was not more marked in this case than in dozens of [9] other cases tried here; and, too, whenever objection was made said questions were not allowed.

The asking of Maloof if he did not conduct a gambling house was proper; and besides, as the witness answered “no” and the matter was pursued no further, it is difficult to see how any prejudice could have resulted to the defendant.

The argument to the jury did not transcend the legitimate limits; the statement that the defendant was the “foxiest Syrian on Douglas Island,” and the picture of the interview between defendant and Mr. Hellenthal were not, it is true, sustained by the evidence, but it was not pretended that they *were based* on the evidence, and they were easily understood to be exaggerations and figments of the imagination.

The comment on the appearance and manner of testifying of Maloof was a legitimate subject of comment to the jury. While violent, indiscriminate and unjustifiable abuse may and ought to be checked, yet ridicule and sarcasm are not within the rule.

If any evidence was misstated, the time to call attention to it and seek correction was at the time of making the misstatements.

### 2. Surprise and variance, as to stated account.

As to this it is sufficient to say that no claim was made at the trial of any surprise or variance, and it is too late to urge any now.

### 3. Newly discovered evidence.

The newly discovered evidence relied upon is entirely cumulative. The issue in the case was whether or not the plaintiff performed the services; she produced witnesses to show that she had—the defendant produced witnesses to show that she had not. A new trial will not be granted merely because witnesses are later found who will testify to sporadic details which are in no wise inconsistent with the evidence upon which the verdict must have been founded. [10]

### 4. Insufficiency of the evidence to justify the verdict.

The ground relied on here is not that there was no evidence for the plaintiff, but that the plaintiff did not have a preponderance of the evidence. Plaintiff had witnesses as to the truth of all the material allegations of her complaint, and the defendant had witnesses denying the truth of those allegations, and all said testimony went to the jury. It was a simple case. There was nothing in it but

the credibility of witnesses. It is made the duty of the Court to instruct the jury that they are the sole judges of the credibility of the witnesses and the weight to be attached to their testimony, and that they should weigh the evidence and not count the number of witnesses, and that they should render a verdict in accordance with what they find to be the preponderance of the testimony. This is the law, and it would be idle to so instruct the jury if the Court is itself to override their judgment in any case where there is substantial evidence to support that verdict.

5. That the verdict is against the law.

Under this heading attention is called to the \$200 item admitted in the pleadings to have been borrowed, but alleged therein to have been repaid. The testimony shows that this \$200 was not the \$150 and the \$175 spoken of by the defendant, but was the \$200 for which the defendant gave his check, which check was endorsed by the plaintiff and George Meyers, and afterwards repaid in full.

6. Errors of law.

Under this heading are mentioned a large number of rulings on questions. I have examined them all, and I fail to find any error which is substantial or which was not cured.

The motion for a new trial is denied.

Filed in the District Court, District of Alaska,  
First Division. Jan. 3, 1916. J. W. Bell, Clerk.  
By John T. Reed, Deputy. [11]

*In the District Court for the Territory of Alaska,  
Division Number One, at Juneau.*

No. 1277-A.

MRS. GEO. MEYERS,

Plaintiff,

vs.

MICHAEL GEORGE,

Defendant.

**Judgment.**

This cause came regularly on for trial on the 7 day of December, 1915, before the Court and a jury of 12 citizens, duly empaneled and sworn to try the cause; the plaintiff appeared in person and by her attorneys, Messrs. Cheney & Ziegler; defendant also appeared in person and by his attorneys, Messrs. Gunnison & Robertson; all parties announcing their readiness for trial, the plaintiff introduced evidence on her behalf; defendant then introduced his evidence, both as to the defense and as to the counter-claim and the plaintiff evidence in rebuttal; whereupon each side having rested, after arguments of counsel the Court instructed the jury, and the jury retired to deliberate upon their verdict; thereafter the jury returned into court with the following verdict:

*"In the District Court for the Territory of Alaska,  
Division Number One, at Juneau.*

No. 1277-A.

MRS. GEO. MEYERS,

Plaintiff,

vs.

MICHAEL GEORGE,

Defendant.

**Verdict.**

We, the jury in the above-entitled cause find for the plaintiff, and assess the amount of her recovery at \$418.35.

FRANKLIN W. BUTTERS,

Foreman."

—which said verdict was received and filed in open court; thereafter defendant filed a motion for a new trial, which said motion, after argument, was denied; [12]

Now, therefore, the Court being fully advised in the premises,

It is ordered, adjudged and decreed that Mrs. Geo. Meyers, the plaintiff in this cause, do have and recover of Michael George, the defendant herein, the sum of \$418.35, with interest thereon at the rate of 8% per annum from December 9, 1915;

It is further ordered that plaintiff recover of and from the defendant her costs and disbursements herein expended, to be hereinafter taxed by the clerk of this court.

Execution stayed for 60 days from this date on the furnishing of bond in double the amount of judgment.

Done in open court this 4th day of January, 1916.

ROBERT W. JENNINGS,

Judge.

Entered Court Journal No. L, page 278.

Filed in the District Court, District of Alaska, First Division. Jan. 4, 1916. J. W. Bell, Clerk. By —————, Deputy. [13]

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*In the District Court for the District of Alaska,  
Division Number One, at Juneau.*

No. 1277-A.

MRS. GEORGE MEYERS,

Plaintiff,

vs.

MICHAEL GEORGE,

Defendant.

**Bond for Stay of Execution.**

WHEREAS, the defendant in the above-entitled action is about to sue out a writ of error to the United States Circuit Court of Appeals for the Ninth Circuit, to reverse the judgment made and entered against him in said action in the above-entitled court, in favor of plaintiff herein, which said judgment was made and entered on the 4th day of January, 1916, for FOUR HUNDRED EIGHTEEN 35/100 (\$418.35) DOLLARS, and the whole thereof, as well as the proceedings upon which the same is

based and the refusal to grant the motion for a new trial; and

WHEREAS, the above-entitled court has by an order made and entered the 4th day of January, 1916, stayed the execution in said above-entitled cause, for a period of sixty days conditioned upon the defendant's giving a good and sufficient bond in double the amount of said judgment, providing that said defendant shall with due diligence sue out a writ of error, and answer all costs and damages which may be awarded against said defendant, Michael George, if he fail to make good his plea, [14] or if the judgment of this Court is affirmed, on any judgment of this court, or said Appellate Court, or any court to which it may be appealed or removed by writ of error;

NOW, THEREFORE, in consideration of the foregoing and of the premises and of said stay of execution, we, the undersigned, do, jointly and severally, undertake and promise and do acknowledge ourselves jointly and severally bound unto said plaintiff, Mrs. George Meyers, in the sum of One Thousand (\$1,000.00) Dollars, being double the amount of said judgment, that the said defendant shall with due diligence sue out his writ of error, and will pay all damages and costs which may be awarded against said defendant, Michael George, if he fail to make good his plea or if the judgment of this court is affirmed, on any judgment of this court, or said Appellate Court, or any court to which it may be appealed or removed by writ of error; otherwise, this bond to be null and void and of no effect.

Sealed with our seals and dated this 4th day of January, 1916.

GUY McNAUGHTON.

E. J. McKANNA. [15]

United States of America,  
Territory of Alaska,  
Division Number One,—ss.

Guy McNaughton and E. J. McKanna each being first duly sworn on oath, each for himself and not one for the other, deposes and says: that I am the surety on the foregoing bond; am a resident of the District of Alaska, but not an attorney at law, marshal, clerk of any court, or other officer of any court, and am qualified to be bail, and am worth the sum of **ONE THOUSAND (\$1,000.00) DOLLARS**, exclusive of property exempt from execution and over and above all just debts and liabilities.

GUY McNAUGHTON.

E. J. McKANNA.

Subscribed and sworn to before me this 4th day of January, A. D. 1916.

[Notarial Seal] R. E. ROBERTSON,

Notary Public in and for the Territory of Alaska.

My commission expires June 19, 1917.

The foregoing bond and sureties thereon examined and approved.

Done in open court this 4th day of January, 1916.

ROBERT W. JENNINGS,

Judge of the District Court.

Copy of within bond received January 4, 1916.

A. H. ZIEGLER,

Of Counsel for Plff.

Filed in the District Court, District of Alaska, First Division. Jan. 4, 1916. J. W. Bell, Clerk. By C. Z. Denny, Deputy.

[Endorsed]: In the District Court for the Territory of Alaska, Division No. 1. Mrs. George Meyers, Plaintiff, vs. Michael George, Defendant. Bond for Stay of Execution. Gunnison & Robertson, Attorneys for Defendant, 101-105 Decker Building, Juneau, Alaska. [16]

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*In the District Court for the District of Alaska,  
Division Number One, at Juneau.*

No. 1277-A.

MRS. GEORGE MEYERS,

Plaintiff,

vs.

MICHAEL GEORGE,

Defendant.

**Order Extending Time 30 Days from March 4, 1916,  
to Prepare Bill of Exceptions, etc.**

Now, on this day this matter coming on for hearing upon the oral motion of defendant, by his attorneys, Gunnison & Robertson, for further time in which to prepare, settle, allow and file his bill of exceptions herein; and the plaintiff, by her attorneys, Cheney & Ziegler, consenting thereto; and the Court being fully advised in the premises,

**IT IS ORDERED** that defendant be, and he hereby is, given thirty days from the date hereof in which to prepare, settle, allow and file his bill of ex-

ceptions herein, and it is further ordered that execution be stayed thirty days from the date hereof.

Done in open court at Juneau, March 4, 1916.

ROBERT W. JENNINGS,  
Judge.

Entered Court Journal No. L, page 359.

O. K.—CHENEY and ZEIGLER,  
By A. H. ZEIGLER,

Filed in the District Court, District of Alaska,  
First Division. Mar. 4, 1916. J. W. Bell, Clerk.  
By C. Z. Denny, Deputy. [17]

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*In the District Court for the District of Alaska,  
Division Number One, at Juneau.*

No. 1277-A.

MRS. GEORGE MEYERS,  
vs.

MICHAEL GEORGE,

**Order Extending Time to April 10, 1916, to File  
Bill of Exceptions, etc.**

On request of R. A. Gunnison, Esquire, of counsel for defendant, and plaintiff's counsel consenting thereto, the defendant is given until the 10th day of April, 1916, in which to file and present for settlement a bill of exceptions herein.

Dated March 28, 1916.

ROBERT W. JENNINGS,  
District Judge. [18]

*In the District Court for the District of Alaska,  
Division Number One, at Juneau.*

No. 1277-A.

MRS. GEORGE MEYERS,

Plaintiff,

vs.

MICHAEL GEORGE,

Defendant.

**Order Extending Time to April 17, 1916, to File Bill  
of Exceptions, etc.**

Now, on this day this matter coming on for hearing on the motion of the defendant by his attorneys for further time in which to have allowed and settled the bill of exceptions, and to file the same; and the plaintiff being present in court by her attorneys and consenting thereto,

IT IS ORDERED, that defendant be and he hereby is allowed seven days from the date hereof in which to present his bill of exceptions, and in which to have the same allowed, settled and filed.

It is further ordered that execution be stayed for a further period of seven days from the date hereof.

Done in open court this 10th day of April, 1916.

ROBERT W. JENNINGS,

Judge.

Entered Court Journal No. M, page 11.

Filed in the District Court, District of Alaska, First Division. Apr. 10, 1916. J. W. Bell, Clerk. By C. Z. Denny, Deputy. [19]

*In the District Court for the District of Alaska,  
Division Number One, at Juneau.*

No. 1277-A.

MRS. GEORGE MEYERS,

Plaintiff,

vs.

MICHAEL GEORGE,

Defendant.

**Order Extending Time to April 27, 1916, to Prepare  
Bill of Exceptions, etc.**

Now, on this day this matter coming on regularly for hearing on the motion of the defendant, by his attorneys, Messrs. Gunnison & Robertson, for further time in which to prepare, present, and have allowed and filed, the bill of exceptions herein; and the plaintiff, by her attorneys, Messrs. Cheney & Ziegler, consenting in open court thereto; and the Court being fully advised in the premises;

IT IS ORDERED, that the defendant be, and he hereby is, allowed further extension of time of ten days from the date hereof in which to prepare and present and to have allowed and to file his Bill of Exceptions herein.

It is further ordered that execution be stayed for a further period of ten days from the date hereof.

Done in open court this 17th day of April, 1916.

ROBERT W. JENNINGS,

Judge of the District Court.

Entered Court Journal No. M, page 21-22.

Filed in the District Court, District of Alaska,  
First Division. Apr. 17, 1916. J. W. Bell. Clerk.  
By C. Z. Denny, Deputy. [20]

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*In the District Court for the District of Alaska,  
Division Number One, at Juneau.*

No. 1277-A.

MRS. GEORGE MEYERS,

Plaintiff,

vs.

MICHAEL GEORGE,

Defendant.

**Bill of Exceptions.**

BE IT REMEMBERED that heretofore and on  
the 15th day of June, 1915, the defendant herein,  
duly and regularly filed with the clerk of the above-  
entitled court, the following motion:

*In the District Court for the District of Alaska,  
Division Number One, at Juneau.*

No. 1277-A.

MRS. GEORGE MEYERS,

Plaintiff,

vs.

MICHAEL GEORGE,

Defendant.

**Motion to Require Plaintiff to Make Complaint  
More Definite, etc.**

Comes now the above-named defendant and moves this Honorable Court:

I. That plaintiff be required to make her complaint herein more definite and certain in this: that she be required to show in paragraph II of her first cause of action the place at which said services are alleged to have been performed for defendant.

II. That plaintiff be required to make her complaint herein more definite and certain in this: that she be required to show in paragraph I of her second cause of action (a) the place at which said store therein referred to was situated; (b) between what days and dates the term of 26 months therein referred to extended, and the days, months and years covered by said alleged term of 26 months; (c) in lines 16 and [21] 17 thereof, what rental is referred to and for what purpose; (d) to whom defendant promised and agreed to pay said amount therein referred to as his share of the rental of said store.

III. That paragraph II of plaintiff's second cause of action be stricken on the ground that it is a conclusion of law.

This motion is based on the records and files herein.

(Signed) GUNNISON & ROBERTSON,  
Attorneys for Defendants.

BE IT FURTHER REMEMBERED that thereafter and on said 15th day of June, 1915, the said

defendant herein duly and regularly filed with the clerk of the above-entitled court the following demand:

*In the District Court for the District of Alaska,  
Division Number One, at Juneau.*

No. 1277-A.

MRS. GEORGE MEYERS,

Plaintiff,

vs.

MICHAEL GEORGE,

Defendant.

**Demand for Bill of Particulars.**

To the Above-named Plaintiff, and to Z. R. Cheney, Esq., and A. H. Zeigler, Esq., Her Attorneys:

Comes now the above-named defendant and makes demand upon you that you furnish him within five days of the service of a copy of this demand upon you, with an itemized statement or bill of particulars, duly verified, of the account for services referred to in paragraph II set forth in the first cause of action of plaintiff's complaint. This demand is based upon the records and files herein and upon Section 906 of the Compiled Laws of Alaska.

(Signed) GUNNISON & ROBERTSON,  
Attorneys for Defendant.

BE IT FURTHER REMEMBERED, that thereafter and after the due service of said demand on the plaintiff herein, and on the 21st day of June, 1915,

plaintiff filed with the clerk of the above-entitled court her bill of particulars, as follows: [22]

*In the District Court for the District of Alaska,  
Division Number One, at Juneau.*

CASE NUMBER 1277-A.

MRS. GEORGE MEYERS,

Plaintiff,

vs.

MICHAEL GEORGE,

Defendant.

**Bill of Particulars Covering Items in First Cause of Action.**

Michael George to Mrs. George Meyers, Dr.

To services rendered, consisting of cooking,

attending to bedroom, laundry work,  
sewing and duties as a general house-  
keeper, for Michael George, from Octo-  
ber 18, 1909, to December 18, 1911, at

\$15.00 per month.....\$390.00

I, A. H. Zeigler, one of the attorneys for plaintiff in the above-entitled action, do hereby certify that the foregoing is a full, true and correct account, or bill of particulars, upon which plaintiff's first cause of action is based in this cause.

(Signed) A. H. ZEIGLER,  
Attorney for Plaintiff.

BE IT FURTHER REMEMBERED that thereafter and on the 3d day of July, 1915, the defendant herein duly and regularly filed with the clerk of the above-entitled court the following motion:

*In the District Court for the District of Alaska,  
Division Number One, at Juneau.*

No. 1277-A.

MRS. GEORGE MEYERS,

Plaintiff,

vs.

MICHAEL GEORGE,

Defendant.

**Motion to Make Bill of Particulars More Certain  
and Definite.**

Comes now the above-named defendant, and respectfully moves this Honorable Court that the plaintiff be required to make her bill of particulars more definite and certain, on the ground that the bill of particulars furnished is defective in that it does not in any way itemize the account which it alleged in the complaint. This motion is based on the records and files herein.

GUNNISON & ROBERTSON,  
Attorneys for Defendant. [23]

BE IT FURTHER REMEMBERED that thereafter and on the 7th day of July, 1915, the said Court entered the following order:

*In the District Court for the District of Alaska,  
Division Number One, at Juneau.*

No. 1277-A.

MRS. GEORGE MEYERS,

Plaintiff,

vs.

MICHAEL GEORGE,

Defendant.

**Order Granting Motion to Strike Certain Portions  
from Complaint, etc.**

This cause comes on regularly for hearing at this time upon the motion by defendant that the plaintiff be required to make her complaint more definite and certain in those respects particularly set forth in paragraph one and two of the motion, and to have paragraph two of her second cause of action stricken on the ground that it is a conclusion of law, R. E. Robertson, Esq., appears in support of the motion, and A. H. Zeigler, Esq., in opposition thereto; after hearing argument of respective counsel the motion to strike was granted and the other part of the motion is denied; and thereupon Mr. Robertson states that he has exceptions to the bill of particulars filed by plaintiff in response to defendant's request, on the ground that the same are not definite and certain and asks that he be allowed to state his exceptions at this time and argue the same, which request is allowed; and thereupon after hearing argument of Mr. Robertson, the exceptions are disallowed and defendant is given 7 days from this date in which to

plead to the complaint. (Entered in Court Journal K, page 472, on July 7, 1915.)

To which order denying defendant's motion and refusing to allow defendant's motion to make the bill of particulars more definite and certain, defendant excepts and exception is allowed. [24]

BE IT FURTHER REMEMBERED that thereafter and on the 7th day of December, 1915, this cause came on regularly for hearing before a jury of twelve men, duly empaneled, sworn and charged to hear and determine the same, the Honorable Robert W. Jennings, presiding, at the regular October, 1915, term of said court, and the parties being present in court, in person and by counsel, the following proceedings were had: [25]

**Testimony of Mrs. George Meyers, in Her Own Behalf.**

Whereupon plaintiff, to prove the issues of her case, called the witness, Mrs. GEORGE MEYERS, the plaintiff, who being first duly sworn, testified as follows:

**Direct Examination.**

(Questions Propounded by Mr. CHENEY.)

My name is Mrs. George Meyers; I am the wife of George Meyers. I am the plaintiff in this suit against Mike George. Mike George, the defendant, lived in my house, which was upstairs, the store being downstairs. The house was in Douglas. Mike George and George Meyers were in partnership together in the store. Mike George came out in October, 1909, and he stayed at my house two years and

(Testimony of Mrs. George Meyers.)

two months. I cooked for Mike George; I attended his room, washed his clothes. I do the work in the house there, and Mike George come and eat with us. Mike George was not married at that time, and he did not have a wife or any family in Douglas. He come all alone in my house. He got children back east in Pawtucket. Mike George had a room of his own in my house at that time—I got two rooms upstairs; I sleep—my husband and myself, in one room, and he sleep in one room; the time the house burned upstairs we moved downstairs; he moved downstairs and he stayed next to the store in another room, and we all eat in my house; he ain't got no stove in his room, and cannot cook for himself, and he eats in my house; after the house burned upstairs, no more house upstairs. There was a fire upstairs and burned the upper part of the building, and my children were burned up; and my husband was down below in Seattle, and me and Mike was all. After the fire, I moved downstairs; this house belongs to us downstairs, and I go down; I got no money, and he got nothing; he was in partnership with my husband. He had a room downstairs. I do work for Mike George and furnish him meals until the time he finish partnership with my husband in December, 1911. He paid me something for the work I did—he paid me—sometimes I asked for money, and sometimes he paid me—three months, \$15.00 a month, and the [26] last month, I don't exactly remember, \$12.00 or \$7.00; I got it marked on the book; I bring the money all the time and told my husband to mark it

(Testimony of Mrs. George Meyers.)

in the book; I cannot write myself, and he can't, so he told my husband to put it down. When he paid me I had my husband put it down in the book in my language, Syriac. I don't remember how much each payment was; my husband has got it, I think, \$72.50 he paid me. I would know the book (counsel exhibits witness book), that is the book and he know it too; that is the book I had my husband put it down in when he paid. Because of the work, that is all, I charged him \$15.00; he say: "You do that work for me, and I pay you what it is worth," and I charged him \$15.00 a month, and he never paid me anything except what is in this book—about \$75.00—\$72.50 is in the book. I did his washing for him, I did the laundry, cleaning, sewing and everything, and cooked for him. He stayed there all the time while my husband was away; some time my husband was down below, and we eat altogether, me and him. This book is in Mr. Meyer's writing, because my husband do writing himself; I cannot write at all, and he cannot write, he cannot write his name. I saw Mr. Meyers write it in the book; I told him what to put down, at the time I got the money, he put it down, my husband and me; Mike was there too. I cannot tell the page, and I cannot read it. This is the book, and he knows it too; my husband, he told him to put it in. Mike cannot read, but George can read in his own language.

Whereupon, page 3 of the book was marked Plaintiff's Exhibit "A" for Identification.

Whereupon, said witness testified further as fol-

(Testimony of Mrs. George Meyers.)

lows: George Meyers and Mike George were in partnership in running this store there in 1909 to 1911, September, 1911; the building belonged to us, belonged to my husband; when Mike come from the east, he got nothing; he come and stayed in my house; that belonged to us. I know about the agreement Mike George and George Meyers had about the rent for the store building that George Meyers owned; my husband tell me; [27] both to pay \$30.00 a month; Mike George's half of that was half of \$30.00 a month. At the time he finished partnership with my husband he moved some goods, and he said: "I am going to pay rent and make a new store; I ain't got much money to pay now; after while I pay you." He talk like that to my husband three or four times; he come to my house, and he say: "Ain't got no money now; I am going to start and make a new store." I don't think he paid nothing for the rent of the store; he said he would pay after while: "I am going to start up my own store now; I am going to pay the rent after while, because I ain't got much money now." Mike George didn't have any store before that—before he quit the business with my husband he didn't run any store only with my husband; the first day he come in, he sleep in my house, and the next day he start partnership with my husband, and he stayed all the time until they finished the partnership in December, 1911. Mr. Meyers assigned over to me this account for rent in this case.

(Testimony of Mrs. George Meyers.)

Cross-examination.

(Questions Propounded by Mr. ROBERTSON.)

I don't know what relation Mike George and George Meyers are; they are not cousins. I have known Mike since October, 1909, since he come in partnership with my husband I know him. I don't know what date he come; I know just October, 1909, that is all I know. I didn't see Mike in Pawtucket before that; I don't know him; he come in and started partnership with my husband and I don't know him before that; I don't know if my husband know him before. I was living in my house in Douglas in the store, right above the store at the time Mike came to Douglas; the store downstairs, and two rooms upstairs, and I lived upstairs; he got one room, and me and my husband and my children sleep in one room. Mike stayed in my house altogether two years and two months. There were two rooms altogether upstairs, the kitchen and another room, and he slept in the kitchen, and I bought a bed; he slept in the kitchen until the house burned down, when he moved downstairs. I don't remember when the house burned. [28] I haven't marked it in a book; I don't know exactly what month. Mike George was sleeping in the kitchen at the time the house burned and me and my children were sleeping in the other room, and my husband was down below. I did not buy my groceries of Mike O'Connor but in my store, and I do the cooking and washing, and wash the sheets for his bed. I wash the sheets on Mike's bed and his underclothes every week. He sent his white

(Testimony of Mrs. George Meyers.)

shirt to the laundry; I didn't wash it. Mike had 2 sheets, 1 blanket and 1 quilt on his bed; I never wash the blanket. I always do all the washing myself, and sometimes I work in the store after that. I had three babies in 1909. Mike paid me some, about \$72.50, and I got it marked down in the book. My husband marked it in the book at the time I got the money, I told him to put it in the book. Since then I asked him three or four times, and he say, "I ain't got much money." After that I go down below, and after I go below my husband send for me for that case, and at that time I had trouble, and I ain't talked to him since, and I didn't say anything to Mike about this last spring on April 12th. I never speak to Mike, and I didn't borrow \$200.00 last spring from Mike. I don't know who did borrow the \$200.00. I didn't swear in my reply that I borrowed \$200.00. I never asked Mike for the money at all after I come back, but think my husband asked him, and I never asked Mike for money on April 12, 1915.

Whereupon, court adjourned until 1:30 P. M., at which time said witness testified further as follows:

I saw Mike George back East in Pawtucket when I passed through there. I don't know what he was doing there; I didn't see no business or store that he had. He was living in a house, and I didn't stay at his house at all. I did Mike's washing and everybody's every Saturday for 26 [29] months, and he slept in the kitchen all the time until the house burned. At the time it burned he sleep downstairs in a room and I and my husband and he eat alto-

(Testimony of Mrs. George Meyers.)

gether. I don't know what time we bought a cabin from Mike O'Connor; we bought the store, myself and my husband, before Mike come, from an old Indian woman. My husband bought a cabin from Mike O'Connor and Mike George didn't have anything to do with the buying of it. When the house burned we moved across the road. The store belonged to me and the upstairs burned and left the downstairs and Mike slept in a room next to the store, and we moved across the street. I used to go across to the house every day and clean up his room, about 6 o'clock when he got up. Mike didn't have any furniture and so I bought the bed myself for him and I put the carpet down; there is a second-hand stove down below, and I bought it myself, and Mike used to go across the street to eat. In September, 1911, they finished and Mike didn't have no more eats in my house. In October, 1909, that time he started partnership with my husband, he told me, "You do that work, and I pay you what it is worth, cooking, do my laundry, fix my room, and I pay you what it is worth." I tell him, "I charge you for my work, that is all, \$15.00." Me and my husband and Mike were present at that time and the conversation took place in the store or in my room, and my husband write it all down. I don't know the time he give me the money, three months \$15.00, last month, I think, \$12.00, the other is marked in the book. And my husband wrote it down in the book with the same pencil.

Whereupon the following proceedings took place:

(Testimony of Mrs. George Meyers.)

“Q. How much did you pay your husband, Mrs. Meyers, for this account that he has got against Mike George?”

“Mr. CHENEY.—I object to that, if the Court please, because they have raised no question about its being an assignment; it [30] isn’t necessary under the law that she pay him anything—it is assigned for the purpose of collection in this suit.”

“The COURT.—Objection sustained.”

To which defendant excepts, and an exception was allowed.

“Q. Was the assignment in writing, Mrs. Meyers?”

“The COURT.—She doesn’t know what assignment means.”

Whereupon, said witness testified further as follows:

My husband wrote in the book about the rent, the time he give me that money he write that is all, and he paid me three, that four months, and he put it in the book; the rest I asked him, “Do you want to pay me?” He said, “You wait a short time; I ain’t got enough money to pay the rest,” that is the working I am talking about. He didn’t pay nothing about the rent and my husband asked him twice, and he sent him a notice from Mr. Cobb, and he didn’t answer it at all; I don’t know anything about the rent—and he didn’t pay him anything at all for the rent of the store—I know he didn’t pay him; I hear my husband tell it. I saw my husband write it in the book, but I don’t know what book or where he got it

(Testimony of Mrs. George Meyers.)

from, and I don't know the kind of pencil, what color it was. I don't know how long my husband stayed down below, and he didn't come back on the same boat he went down on.

Whereupon the following proceedings took place:

“Q. About the rent in there, did your husband write down in this book about the rent too?”

“Mr. CHENEY.—This witness hasn't testified to this book regarding the rent that was due to George Meyers; she has confined her testimony to this account which she says her husband wrote down for Mike George and her for this work which she did—this is not cross-examination.”

“The COURT.—Objection sustained.”

To which defendant excepts, and an exception was allowed. [31]

#### **Testimony of George Meyers, for Plaintiff.**

Whereupon plaintiff, in further proof of her case, called the witness, **GEORGE MEYERS**, who, first being duly sworn, testified as follows:

#### **On Direct Examination.**

(Questions Propounded by Mr. CHENEY.)

My name is George Meyers. I have lived in Douglas for 20 years, with the exception of 4 years when I went to the old country. I run a store in Douglas. That is my book (referring to Plaintiff's Exhibit “A”) which I have had in the store for seven or eight years.

And thereupon the following proceedings took place:

(Testimony of George Meyers.)

“Q. Now, Mr. Meyers, Mrs. Meyers has been testifying about an account that she has against Mike George for washing and cooking and taking care of his room and things of that kind, and she has testified about a certain amount of money she claims was paid by Mike George to her, and she says it was written in the book—now, can you identify page 3 of this book—what is this on page 3, Mr. Meyers?”

“A. Well, this time George he come in from the East here, the first year I seen him down at Pawtucket.”

“Q. And Mike came out to Alaska and went into business with you, is that right?”      “A. Yes.”

“Q. When was that?”

“A. 1909; the 18th of October, the time when he came here.”

“Q. That is the time you started in business together?”      “A. Yes.”

“Q. Now, let us confine this testimony to the entries in that book—is that in your handwriting.”

“A. Yes, my handwriting.”

“Q. Who asked you to make those entries in there [32] —that is, who asked you to write in there in that book?”      “A. My wife.”

“Q. And what is shown there by those payments?”

“A. What does it say?”

“Q. Yes, just explain it to the jury—what does that say?”

“A. Why, it says, ‘Mr. George to give my wife \$15.00 a month for washing and cooking and fixing

(Testimony of George Meyers.)

his clothes and bed, and working in the house for him.' "

"Q. That is what it says in there?" "A. Yes."

"Q. What are those entries where the figures are?"

"A. He paid first \$15.00, another time \$15.00, for three or four months; we got here \$72.50 from here to here (indicating), \$72.50."

"Q. What is this here that looks like a ten?"

"A. That, in the old country where I come from, means \$15.00, because it is a different figure."

"Q. Hold the book up in front of the jury and explain what the figures mean—what is that that looks like a ten?"

"A. This is 15, this is 10 and this is 5 (indicating)."

"Q. Now, I call your attention to this page here, and the first month, and the first line shown, there is a payment endorsed here?"

"A. Fifteen dollars."

"Q. What is that first payment?"

"A. Fifteen dollars."

"Q. What is the second one?"

"A. Fifteen dollars, October, just the same."

"Q. What is that figure (indicating)?"

"A. Fifteen."

"Q. What is the third one?" [33]

"A. Fifteen."

"Q. What is that one (indicating)?"

"A. Fifteen."

"Q. What is this last one?"

(Testimony of George Meyers.)

“A. Twelve dollars and a half.”

“Q. That is \$72.50 (indicating).”

“A. Seventy-two and a half, that is what we got from him.”

“Q. Was Mike there in the store at the time you put these figures in the book—was Mike in the store?”     “A. Yes.”

“Q. You were in business together?”

“A. In business together.”

“Q. Lived in the same house?”

“A. Lived in the same house.”

“Q. And always friends, were you?”

“A. Yes, pretty good friends.”

“Q. What is the date of the \$12.50—what is that, George?”     “A. It is in March.”

“Q. March, what year, do you know?”

“A. I don’t know the year, just March, from one month to another, because it runs from one month to another.”

“Q. Now, what years are these first entries?”

“A. This one, \$15.00, starting from September.”

“Q. I mean what year—what year?”

“A. The summer, 1909.”

“Q. What is the last one—what year is the last one?”     “A. That is March.”

“Q. March isn’t a year—what year—was it the same year or the next year, 1910?”     “A. 1910.”

[34]

“Q. This is 1910 (indicating).”

“A. This is 1910.”

(Testimony of George Meyers.)

“Q. From this mark here, this parallel mark here?”

“A. Yes, \$15.00 starting September, \$12.50, in 1910.”

“Q. The rest of it was in 1909?”

“A. The rest of it was in 1909.”

“Q. I understand, then, George, that the last two entries that you have here are 1910?”

“A. Yes, 1910.”

“Q. The first, you say—does it say you entered into business in 1909?”      “A. Yes.”

“Q. In what month?”      “A. October.”

“Q. Then, what is the first entry down here—did you say that was September or October; you say up here it says something about Mike’s account with Mrs. Meyers, and you say this is 1909 (indicating). Now, in October you say you went into business.”

“A. Well, I marked here in the book.”

“Q. What is the entry—what is it, October or November?”

“Mr. ROBERTSON.—We object to that as leading, let him state.”

“The COURT.—Yes, don’t lead him.”

“A. This is the last month.”

“Q. The last month in the year, is it December?”

“A. In December.”

“Q. December, what year?”      “A. 1909.”

“Q. Now, you say this is in 1909, this entry here (indicating), \$15.00?”      [35]      “A. Yes.”

“Q. You say that this first entry is in 1909?”

“A. Yes.”

(Testimony of George Meyers.)

“Q. Now, you say that the last two are in 1910?”

“A. Yes.”

“Q. I am not asking you about this, I am asking you about this (indicating); what month of the year of 1910 is that—did you say that was the last month in the year?”

“Mr. ROBERTSON.—I object to that as leading and suggestive.”

“The COURT.—Now, Mr. Cheney, take that book and have him read in English what you have got there about the entries.”

“The WITNESS.—\$15.00—I didn’t put his name, I have \$15.00.”

“The COURT.—What date is that—what date does that show?”

“A. I cannot make that month out, the last month.”

“The COURT.—Does it give the date there? Does it say what date it is, the first \$15.00?”

“A. I cannot make it out myself.”

“Q. Do you know of your own knowledge without looking at this, do you know what date it was?”

“A. The last month, what is the name of that month, you say?”

“Q. Do you mean the last month in the year?”

“A. We got \$15.00 in December from him.”

“Q. Now, the next one?”

“A. This month, November, \$15.00.”

“Q. Let me ask you a question—what kind of a calendar do you have, Assyrian; you have the old kind of calendar or do you have the kind we have?”

(Testimony of George Meyers.)

“A. Yes, the same; we call them years just the same.” [36]

“Q. What do you call December—do you call that the last month?”

“A. No, don’t call it the last month.”

“Q. What do you call it?”

“A. I call it this month, I say last month.”

“The COURT.—November, last month?”

“A. December.”

“Q. What is the second line you have got there—what month is that and what year is that?”

“A. This is 1909, just the same, January this month.”

“Q. What month is that?”

“The COURT.—I think that you should have an interpreter for this man for the reading of those entries.”

“Mr. CHENEY.—We will call Louis Saloum.”

“Mr. ROBERTSON.—We object to Louis Saloum interpreting.”

“The COURT.—Wait until he comes in here and then interrogate him.”

To which defendant excepts and an exception allowed.

“Judge GUNNISON.—I submit, your Honor, that if that exhibit were handed to someone who could make a translation of it we could save a lot of time.”

(Whereupon LOUIS SALOUM was called and interrogated as follows:—)

(Questions by the COURT.)

“Q. Are you a countryman of this man?”

(Testimony of George Meyers.)

“A. Yes, sir.”

“Q. How long have you been in Alaska?”

“A. About 5 years.”

“Q. What business are you in?”

“A. I have a store.”

“Q. Whereabouts?” “A. Douglas.”

“Q. Are you related to these people in any way?”

“A. Yes, they are related to me.” [37]

“Q. Are you interested in this case, financially or in any way—if Mrs. Meyers gets a judgment against this man does any part of that money go to you?”

“A. No.”

“Q. Are you interested in any way whatever?”

“A. No, I have nothing to do with it, nothing goes to me.”

“The COURT.—Very well.”

“Mr. ROBERTSON.—Now, if the Court please, this man, Louis Saloum, is one of the main witnesses of this man George Meyers, and we have got to ask if Louis Saloum is going to interpret that we be permitted to call one of our witnesses in here to see that this man testifies to the truth.”

“Mr. CHENEY.—I think Mr. Meyers has explained as fully as I want him to explain it; he explained it, and I am not going to waste any more time on it unless you insist on it; he has explained it.”

“The COURT.—If the jury and the Court cannot understand the rest of the testimony any more than they understand that, we will have to have an interpreter.”

(Testimony of George Meyers.)

“Mr. ROBERTSON.—I would like to call someone to interpret with him as we may desire to show that this man Saloum prepared the book.”

“Mr. CHENEY.—We are not asking for an interpreter.”

“The COURT.—Very well, Mr. Robertson, call your interpreter.”

(Whereupon Jake Saloum was called to interpret for the defendant. And Louis Saloum was sworn as interpreter.)

To which defendant excepts and exception allowed.

“Mr. ROBERTSON.—Will your Honor swear this man also?”

“The COURT.—No.”

“Mr. ROBERTSON.—We would like to be in a position to contradict this man Louis Saloum later on.”

To which defendant excepts and exception allowed.

“The COURT.—You can put him on the witness-stand any [38] time you want to, and if it become necessary to take his testimony you can have him sworn.”

(Questions by Mr. CHENEY.)

“Mr. Saloum, if you can read this writing here in Assyrian language to the jury, do it—read it in English.”

“Mr. ROBERTSON.—Do I understand that he is going to read the entries in the book, or acting as in-

(Testimony of George Meyers.)  
terpreter for George Meyers?"

"The COURT.—I understood you to say you were through on that question with Mr. Meyers."

"Mr. CHENEY.—Yes."

"The COURT.—Ask him some other question, then, and this man will interpret it and put the answer to the jury."

"Mr. CHENEY.—Does the Court suggest that we have to use an interpreter for all of his testimony?"

"The COURT.—Yes, proceed."

"Mr. CHENEY.—I will ask him to read this, then, as long as he is here."

"Mr. ROBERTSON.—If the Court please, we object to Louis Saloum acting as a witness; he is now acting as interpreter, and he cannot act as translator."

"Mr. CHENEY.—If he can read those entries, I don't see why he has to be sworn."

"The COURT.—Swear him to read that correctly."

(Whereupon said Louis Saloum was duly sworn to read correctly the entries appearing upon Plaintiff's Exhibit "A.")

To which defendant excepts and exception allowed.

"Mr. ROBERTSON.—If the Court please, may we have this man follow the reading of the book."

"The COURT.—Certainly, he can follow it."

"Mr. CHENEY.—If the Court please, I object to that, we have our own witnesses, and they are going

(Testimony of George Meyers.)  
on to deny all of this afterwards.” [39]

“The COURT.—Proceed.”

“The WITNESS SALOUM.—“I received from Mike George rent for board and eating and board and washing clothes on every month, \$15.00; on November 18th, received \$15.00; on December 18th, \$15.00; on January 18th, \$15.00; on February 18th, 1910, \$15.00; on March 18th, \$12.50; \$72.50.”

“Q. The last one in March and the other one before that is February?”

“A. Yes, because from one month after another.”

“Q. Is that right?”

“A. I guess it is right; that is what they said here.”

“The COURT.—Are you going to have any more figures?”

“Mr. CHENEY.—No.”

“The COURT.—Then, you can leave the room both of you.”

(Whereupon said Louis Saloum and Jake Saloum left the courtroom.)

And thereupon said witness testified further as follows:

The first day Mike George came here from the East I met him at the boat and he stayed at my house. We had two big rooms upstairs, we lived in one and Mike lived in the other for two years and two months. Mike ate with us and my wife did his washing and took care of his room.

And thereupon the following proceedings took place:

(Testimony of George Meyers.)

“Q. He did eat with you?”

“Mr. ROBERTSON.—Now, may it please the Court, I realize that when we are dealing with foreigners it is difficult to ask questions, but, of course, this man is a ready and willing witness, and to propound questions to him that are so leading and suggestive, it seems to me to be improper; I object to that question and I object to any further examination of that character.” [40]

“The COURT.—Don’t lead the witness any more than is absolutely necessary—don’t lead him at all.”

And thereupon said witness testified further as follows:

Mike didn’t pay me any money—every time he paid the money to Mrs. Meyers, and she would tell me and I marked it down each time. My wife received the money that is marked down in the book. The next year after Mike and I started in business, I went to Seattle to buy goods, that was in 1910. I left Mike and my wife and I told him, “She is here, and she attends to the work”; I left Douglas Island on the boat but before I reached Seattle I received a telegram that my house was burned and my children, and I came back on the same boat. After I came back from Seattle and the house was burned, we moved across the street in a two-room house. We used one room to sleep in and one to cook and eat in, and Mike had a little room next to the store. Mike had a small heating stove in his room. My wife and I were always good friends with Mike. I owned the building myself—I did not sell half to Mike—and

(Testimony of George Meyers.)

charged Mike \$15.00 a month for his share. I had an agreement with Mike about paying his share. When we started in to figure how much stock I had down there he said, "I don't want to stay for nothing, George"; he said, "I don't want to stay for nothing, I put something in"; I told him all right, \$15.00 a month; if you think that is too much I will charge you less. He said, "That is all right; we go on \$15.00." I received the rent for two or three months from him but after that the store did not pay very well, and he had to send some money to his children so he took \$100.00, and I took \$100.00 which I used for board and to buy meat and stuff for the house. I bought the meat myself uptown at the butcher-shop for the house. Mike agreed to pay \$15.00 a month rent for his share of the store building. Mike paid me \$45.00 for [41] rent and after that I had to wait as there was no money left. I entered that in the book at the time he paid me. I write it in the book. He sent four or five hundred dollars to his four children in Pawtucket. His wife was dead at that time. I marked on the second page of the book when Mike paid me the \$45.00 for rent. I have had this book seven or eight years.

(Whereupon page 2 was marked Plaintiff's Exhibit "B" for identification.)

And thereupon said witness testified further as follows:

The three entries on page 2 are \$15.00 each. Mike George had never paid me only \$45.00 for rent. He quit my store in December, 1911. He moved to another house, I let have him one month more until

(Testimony of George Meyers.)

he find another house, so he moved to another house and fixed it up and moved. He still owes me the balance for rent.

On Cross-examination.

(Questions Propounded by Mr. ROBERTSON.)

Mike George and I are cousins. At this time he owes me \$345.00 for rent, and owes \$317.50 to my wife. He owes me for twenty-six months at \$15.00 per month and we figured this up before he left the store. He paid me \$45.00, and paid my wife \$72.50. I asked him lots of times about this money he owed me, but we were friendly and I said, "I will get Mr. Henson down here," and he took the stock out of my store, and I take some down here; we take some out of the business, and we figure up 26 months he stayed at the time he left my store. I figured this up myself, this was before I went to talk with Mr. Cheney and Mr. Zeigler and Mr. Cobb. That was the first time I went to see Mr. Cobb. I told Mike if he didn't pay it I would have to see an attorney. This happened last spring. Since December 23, 1909. [[42]] I have paid Mike \$242.50 on a judgment. I also paid back \$200.00 which I borrowed from him last winter. I told him lots of times about the money he owed me but he didn't settle it. Mike had \$242.50 after we dissolved partnership, on December 21, 1911, with board and house rent besides; we have Louis Saloum here and he fixed the books between me and Mike, and Mike he got the book in the house, and I didn't say anything about rent, or anything about work in the house; at that time it

(Testimony of George Meyers.)

was settled between the business. We thought after while he would get fixed in his store. While my wife had gone down to Seattle, Mike asked me for the \$242.50 and he attached my store for that amount. I don't remember of telling any one that Mike owed me \$345.00. I had to pay the \$242.50 because he closed my store up. We dissolved partnership on December 21, 1911, and at that time Mike owed me \$345.00. Mike said he had to move, and Louis Saloum was fixing the books, and he was looking at the time, and fixing the stove. On December 21, 1911, all bills and accounts and all differences were settled between Mike and myself, and were all paid, but the money was not settled. I have money still coming to me for rent, board and work; he had \$242.50 coming to him for this business.

(Whereupon Defendant's Exhibit No. 1 was marked for identification.)

Whereupon the following question was propounded:

"Q. Now, Mr. Meyers, I want you to think closely, because I am not trying to take advantage of you, but I want you to tell if these were not all paid up, why was it that on December 22, 1912, you signed this before Newark L. Burton, a Notary Public, this paper, wherein you state, 'That on or about the 21st day of December, 1911, the partnership which had theretofore existed between the plaintiff and defendant and which said partnership was designated and [43] known under the firm name and style of George Meyers & Company was by said plaintiff and

(Testimony of George Meyers.)

defendant herein mutually dissolved and at the time of such dissolution, all the bills, accounts, choses in action, and any and all differences between defendant and plaintiff were taken into consideration and fully settled'—why did you sign such a paper if they were not fully settled?"

And thereupon the witness testified as follows: I signed this paper but it don't say anything about the rent or board or housework. The cabin that I had my store in at Douglas, I bought from an Indian woman. First I bought the house, there was only one board all around, and only one window, and just a small door. I bought the house for \$265.00. I wrote to Mike to come to Alaska and go in partnership with me in the store.

And thereupon the following proceedings took place:

"Q. (By Mr. ROBERTSON.) At the time he went into partnership with you, George, he had advanced quite a bit of money on goods back in the east?

"A. We both had some; I had some and he had some.

"Q. Then it isn't true that Mike didn't have any money when he went into partnership with you is it?

"A. He had \$417.00.

"Q. \$417.00?

"Mr. CHENEY.—That, it seems to me, is all immaterial in this case.

"The COURT.—It is not cross-examination—objection sustained.

(Testimony of George Meyers.)

To which defendant excepts and exception allowed.

And thereupon said witness testified further as follows: I made the book up when Mike first came in my store. That is my writing in the book (referring to Plaintiff's Exhibits "A" and "B.")

And thereupon the following proceedings took place:

"Q. (By Mr. ROBERTSON.) Just read what that writing says (referring to Plaintiff's Exhibit "B").

"A. I cannot. [44]

"Q. Do the best you can, George.

"A. Read it in English?

"Q. Yes, I cannot understand Assyrian.

"A. We agree—

"Mr. CHENEY.—I object to that for the reason that when I was trying to get him to read it the Court said he would [44 $\frac{1}{2}$ ] have to have an interpreter."

"Mr. ROBERTSON.—He never read that page."

"The COURT.—The whole thing is incompetent, irrelevant and immaterial at this time, because all that he has done is simply that this man has identified that page; he simply says that is his writing."

To which defendant excepts, and an exception was allowed.

And thereupon said witness testified further as follows:

I marked those items when Mike first came in 1909, but not all at one time. I marked each month

(Testimony of George Meyers.)

as it was due, whenever my wife call me and say that he gave me \$15.00 and I marked it down. Louis Saloum was not present at that time, as he was in Seattle. He never worked for me, but worked for Mike. When I bought the house from the Indian woman there were no rooms upstairs at all, but I had it fixed up into rooms and it cost me \$300.00. There were two rooms up stairs. The kitchen is a great big room and Mike slept there until the house burned, which was in March, 1910. I made two trips down to Seattle, one before the fire and I received a telegram the house had burned so I came back on the same boat, then after that I made another trip down. After the house burned my wife and I moved across the street in the house which we bought from Mike O'Connor. Mike slept in the room off the store until we dissolved partnership. I didn't fix up the upstairs of the store again.

And thereupon the following proceedings took place:

“Q. When did you buy the cabin from Mike O'Connor, you and Mike George, when did you buy the cabin from Mike O'Connor?” [45]

“Mr. CHENEY.—I object to any testimony in regard to this cabin that was bought from Mike O'Connor, because we are suing for one-half the rental value of that store, which he says was \$30.00 a month, and Mike was to pay \$15.00 a month, because George Meyers owned the store; the witness has testified that all he is charging for is the store, and any testimony in regard to the cabin is imma-

(Testimony of George Meyers.)

terial on that score, and it cannot be material on Mrs. Meyers having done his washing or things of that kind; it don't make any difference if he slept in the addition or where he lived—if she did the work, she is entitled to the money."

"The COURT.—He isn't suing for a reasonable value of the store, he is suing for an agreed sum, which was to be \$30.00 a month, and his share of it was to be \$15.00. Objection sustained."

To which defendant excepts, and an exception was allowed.

. And thereupon said witness testified further as follows:

Since December 21, 1911, I have paid Mike George \$242.50, also \$200.00 which I borrowed from him.

#### On Redirect Examination.

(Questions Propounded by Mr. CHENEY.)

About a year after the dissolution Mike George sued me for \$242.50 and I paid it, as I did not want my store closed up by the attachment. This \$200.00 was a different amount. At the time I got the \$200.00 from him I told him about the rent; "That is all right," he said. My wife was sick and wanted to go below, but I told her she could not go, because we were short of money, and she said, "I will have to borrow a little money, because I am short of money myself." Mike was friendly with us, and sometimes ate with us, and so I borrowed [46] the \$200.00 from him. I am not charging Mike for where he stayed, but for half of the rent of the store

(Testimony of George Meyers.)

where the goods were and where we made the money. It was a large building I bought from the Indian woman, a story and a half house.

And thereupon the following proceedings took place in said testimony:

“Q. Now, when you went up there to Henson at Douglas and settled about the property, was there any papers made out?”

“A. Yes, sir, we had a paper.”

“Mr. ROBERTSON.—I object to that as not proper redirect examination.”

“The COURT.—Objection is overruled.”

To which defendant excepts, and an exception was allowed.

And thereupon said witness testified further as follows:

This is the paper Mr. Henson drew up for Mike and I at the time we dissolved partnership, at the time Louis Saloum fixed the book. There were two rooms upstairs and Mike slept up there until the fire. After the fire Mike slept downstairs. [47]

#### **Testimony of Louis Saloum, for Plaintiff.**

Whereupon plaintiff, in further proof of her case, called the witness, Louis Saloum, who, first being duly sworn, testified as follows:

#### **On Direct Examination.**

(Questions Propounded by Mr. CHENEY.)

My name is Louis Saloum. I have lived in Douglas about five years. I came up here in May, 1910. Mike George and George Meyers were in partnership when I came up here.

(Testimony of Louis Saloum.)

And thereupon the following proceedings took place:

“Q. There has been something said here in regard to the store that George had there that he and Mike were doing business in—I will just ask you to state the approximate size of that building to the jury, if you know.”

“Mr. ROBERTSON.—If the Court please, we think that is immaterial.”

“The COURT.—It may be preliminary; I don’t see the materiality of it now, but it cannot hurt you one way or the other—objection overruled.”

To which defendant excepts, and an exception was allowed.

And thereupon said witness testified further as follows:

It was a good-sized building, about half the size of the courtroom. They had a large stock of goods in there. Mike was staying there with George at that time and he stayed there until the time they dissolved partnership. I remember the settlement they had in the store in December, 1911,—I was present—that was the time they dissolved partnership.

And thereupon the following proceedings took place:

“Q. Now, state to the jury, what, if anything, was said between the parties, between George and Mike, at that time regarding the account of rent.” [48]

“A. Rent of what?”

“Q. For the store—that is, Mike’s part of the

(Testimony of Louis Saloum.)  
rent for the store?"

"A. Well, you see when they settled the partnership they only settled the goods."

"Mr. ROBERTSON.—I object to that as not responsive—he is beginning to relate the circumstances."

"The COURT.—He hasn't gotten far enough to tell whether it is responsive or not—just tell what was said."

To which defendant excepts, and an exception was allowed.

"Q. What do you want me to say then?"

"The COURT.—Just state what was said there between Mike George and George Meyers."

"A. At the time they settled—of course, I started to tell you and you cut me off."

"Q. (By Mr. CHENEY.) All right, what did they do—what was it they said?"

"Mr. ROBERTSON.—We object to that, what they did in the way of a settlement—what they said, we have no objection to."

"The COURT.—What they did and what they said are both competent, if he knows."

To which defendant excepts, and an exception was allowed.

"A. They said some rent for Meyers and some work for Mrs. Meyers; they didn't settle everything there, they settled the goods and part of the property."

"Judge GUNNISON.—I object to that as not responsive and we move to strike it."

(Testimony of Louis Saloum.)

“The COURT.—What was said about the rent and the board, and who said it?”

To which defendant excepts, and an exception was allowed. [49]

“A. They said they settle that afterwards.”

“The COURT.—Who said that?”

“A. Both of them.”

And thereupon said witness testified further as follows:

When they had finished, there was due to Mike George \$242.50 for goods, and George had left to him \$15.00 a month rent, and work and board for Mrs. Meyers, \$15.00 a month. Mike and George talked this over and agreed to settle this afterwards, as they both expected to start a store and they didn’t have much money. They agreed that Mike owed rent for two years and two months at \$15.00 a month, and that George owed Mike \$242.50.

And thereupon the following proceedings took place:

“Q. (By Mr. CHENEY.) The question I asked you now was, Louis, what they did in regard to the property.”

“Judge GUNNISON.—We object to what they did; what was said with reference to it, we have no objection to.”

“The COURT.—And what they did with reference to it is equally competent, if he knows.”

To which defendant excepts, and an exception was allowed.

(Testimony of Louis Saloum.)

And thereupon said witness testified further as follows:

I was a friend of both parties and we talked it over altogether, and I made the figures for them. They had a large amount of goods in the store, thirteen or fourteen hundred dollars worth and they had property outside and alongside the store building but not the store building. When they settled I figured everything for *the*; I figured that, and Mike and George agreed all about the goods and the part of the property that belonged to the store, alongside of the store; so it was agreed to that, and there was left \$242.50 to Mike; that has nothing to do with the property on the other side, never [50] mentioned that; they never said anything about that, they said to leave that until afterwards. They owned some property between them, that they bought in partnership, but they only settled about the store and goods. I was there all of the time until the whole transaction was finished, and Mr. George he moved two blocks up toward Treadwell, and Mike George moved his stock from the store to the beach and started a store of his own. They agreed to pay the rent Mike owed George.

On Cross-examination.

(Questions Propounded by Mr. ROBERTSON.)

My name is Louis Saloum. I married George Meyer's sister, and Mike George's mother is a sister to my grandmother. I have a lawsuit against Mike now pending, it hasn't been tried. I came to Douglas in May, 1910, and don't know what hap-

(Testimony of Louis Saloum.)

pened before that time. At the time they had the settlement Mike said he would pay \$15.00 a month rent, but I never heard anything about \$20.00 a month. I remember being a witness one time in the Commissioner's Court for Mike George. I do not remember saying at that time that Mike George had an agreement to pay George Meyers \$345.00, but nobody asked me about that. George Meyers didn't pay Mike George the \$242.50 until about a year after. I didn't say anything about the \$345.00 to anyone. At that time I testified that all that was owing between these parties was that George Meyers owed Mike George \$242.50. They had the settlement in December, 1911, and Mike said he would settle for the board afterwards. He said, "Because we have got the property between us," and Mr. George said to Meyers, "You owe me \$242.50," and he said, "Because I got no money to pay you and you got no money to pay me, we leave that matter go until afterwards." George said, "All right, we will fix it after"; they then went to Henson and made up an agreement and Mike bought the goods and Meyers bought the property. I don't remember ever hearing George Meyers say to Mike George, "Well, George, you have [51] done a lot of work on this store, and I am going to allow you \$250.00 for your services on the store."

And thereupon the following proceedings took place:

"Q. Well, Louis, if George Meyers said at that time he agreed to give Mike \$250.00 on account of

(Testimony of Louis Saloum.)

Mike's services for helping build up this store and make it into this large building you are talking about, if George Meyers said that, then you didn't hear all the conversation?"

"A. Yes, if George Meyers said that."

"Q. You didn't hear him say that?"

"A. No."

"Q. Then, if he did say it you didn't hear all the conversation?"

"A. I didn't hear him say that; I don't know whether he did say it or not."

"Q. Then, if he did say it you didn't hear all of the conversation?"

"A. I didn't hear him say it."

"Mr. CHENEY.—That is a matter of argument."

"The COURT.—Yes."

To which defendant excepts, and an exception was allowed.

And thereupon said witness testified further as follows:

I was in Seattle at the time the store burned, and when I came to Douglas the Meyers' lived across the street in the O'Connor house in the house that George Meyers and Mike George bought from O'Connor.

#### Redirect Examination.

(Questions Propounded by Mr. CHENEY.)

Mike sued me for work I did for him. *In interpreted* for him and spent a great deal of time going over to court. [52] I was a witness in the case that Mr. Robertson questioned me about, and I an-

(Testimony of Louis Saloum.)

swered the questions Mike George's lawyer asked me in that case. He asked me in regard to the \$242.50, but said nothing about the \$345.00. Mike and George had been talking these matters over for about two weeks. George Meyers owned the building. They had decided on the \$15.00 a month rent before I came here, each to pay \$15.00 a month, and Mike said, "You have got no money, and I have got no money, and we will settle that afterwards."

Thereupon the following proceedings took place in said testimony:

"Q. Now, what I want to get at, what do you mean by the word settling—do you mean they pay afterwards; was there anything more said about them settling—

"Mr. ROBERTSON.—I object to his leading the witness."

"The COURT.—Objection overruled, answer the question."

To which defendant excepts, and an exception was allowed.

"Q. About the rent, I am speaking of."

"A. They said they would pay it afterwards—settle it afterwards—fix it afterwards."

"Q. You say they would pay it afterwards, is that what you mean?"

"A. That is what they mean; they would settle, fix it up afterwards."

And thereupon said witness testified further as follows:

(Testimony of Louis Saloum.)

Recross-examination.

(Questions Propounded by Mr. ROBERTSON.)

Meyers owned the store and so did not have to pay the \$15.00, but he wanted to get the \$15.00 from Mike

And thereupon the following proceedings took place: [53]

“Q. Louis, in that case you were talking about a moment ago in the Commissioner’s Court, wasn’t George Meyers asked whether or not Mike George owed him any money?”

“Mr. CHENEY.—I object to that asking what Meyers asked—that is not competent.”

“The COURT.—Objection sustained.”

To which defendant excepts, and an exception was allowed.

Whereupon plaintiff rested her case in chief.  
[54]

**Defendant’s Case.**

**Testimony of Mike George, in His Own Behalf.**

Whereupon defendant, in proof of his case, produced the witness, MIKE GEORGE, the defendant, who, first being duly sworn, testified as follows:

On Direct Examination.

(Questions propounded by Mr. ROBERTSON.)

My name is Michael George. I am a cousin to George Meyers. I have been living in Douglas over six years now and I have a store there. I have been engaged in the merchandise business since I have been here. I used to live in Pawtucket,

(Testimony of Mike George.)

Rhode Island, and George Meyers came over from the old country and told me he was my cousin. I used to run a store down there, and I loaned George Meyers \$500.00, and he stayed two or three months with me there, and eat and sleep there for nothing. He wanted me to go to Alaska, but I told him to go first and I said, "I come after you," and he came here with his wife and Mary Anderson and he only had \$500.00 which I loaned him. Every week he wrote for me to come, and so I came and went into business with Meyers. At that time they lived in the house they bought from the Indian woman, and I lived upstairs. It was a very small shack, the store downstairs and two rooms upstairs, and I slept in the kitchen until it got too cold then I moved into the room with the Meyers and we put up a partition between the beds. Meyers had three children, one about three or four months, one about four or five and one about three. I slept in the kitchen three nights and then slept in the Meyers' room about three months, and then moved down in the store and slept on a mattress, which I bought from an Indian woman, for about \$10.00. I put the mattress on the counter at night, and in the daytime I put it under the counter, and I put a sheet up to the window. [55] At the time I slept upstairs with the Meyers', I made a bed out of some boards and put the mattress on it, but I could not sleep there. I took care of this bed myself. Mrs. Meyers didn't take care of it, and I had no sheets, just a blanket and a quilt on top.

(Testimony of Mike George.)

Mrs. Meyers did my washing for three months but I was not satisfied with it as she got children, and altogether live in room, so I gave it to someone else after that time. After I moved down in the store, I did my own cooking and eat in the store—Mrs. Meyers didn't do any cooking for me after I moved downstairs. I slept on the counter for three or four months, and then Meyers and I bought the O'Connor cabin with partnership money. About 1910 we connected this cabin with the store and cut a door through and I slept in this room. I had a cooking stove, a bed and a few dishes, and I took care of the room myself. I usually did my own cooking but sometimes when I was busy George Meyers did it for me. Mrs. Meyers did not do any cooking for me as I could not eat the things she cooked. Mary Martin and Sarah Johnson did my washing for me at this time. George Meyers and I had a store for about two years or a little more, we had groceries and dry goods.

And thereupon the following proceedings took place:

“Q. What kind of a store was it?”

“A. It was small, you know.”

“Q. Was it as big as the store George Meyers has got there now?”     “A. No, just the side.”

“Q. Just part of it?”

“A. Yes, just part of it; and I built part of that myself, and fixed it up; I cannot stand it; I put new ship lap on, and then we start about two feet down and it was [56] cold weather, and I went to the

(Testimony of Mike George.)

sawmill and got flooring and got 2x8 and put them down, and fixed the shelf and spent more than what the house was worth then and fixed it up; yes, sir."

"Mr. CHENEY.—I object to that as immaterial."

"The COURT.—Objection sustained."

To which defendant excepts, and an exception was allowed.

And thereupon said witness testified further as follows:

I never made any arrangement with George Meyers about the rent at any time, and never heard about it until 10 months ago. He never asked me for money for rent and I didn't owe him \$345.00, but he owed me money. I never said to George Meyers; "I haven't got the money to pay the rent, but I will pay it later on." I had money all the time. The arrangement we had, I take the stock—you know we make whole business how much a month, and how much stock we got, and the property, the property across the street—how much that was and how much stock we got, how much owing, so we divided all the business and I got \$242.50 left that George owed me. There was no balance struck between \$343.00 and \$242.00. George Meyers has borrowed money from me since that time and paid it back, and he never said anything that I owed him \$345.00 or any other amount. The first time that I heard that Mrs. Meyers claimed I owed her money, was about seven or eight months ago. At that time Mr. Zeigler brought a paper over to the store and said I owed \$650.00. Since

(Testimony of Mike George.)

December 21, 1911, Mrs. Meyers has borrowed \$30.00 from me. She said, "Mike, I am short for bill I want to pay, lend me \$30.00," but she paid that back. At the time she wanted to go below in the summer of 1912, she borrowed \$50.00 from me. [57] I met her on the city wharf, and she told me, "George, I ain't got but five cents." While she was there she asked me for the money. She never paid this back. Sometime near January 20th I loaned her \$150.00. She came in my store, and George Maloof and she and I were there, and she said, "Don't let anybody know I need that \$150.00; let me have it and help me out," so I gave it to her in gold. She never paid this back. Two or three days after I let her have the \$150.00 she came in the store again and I let her have \$175.00, at this time George Maloof and Fanny, the Indian woman, and Mrs. Meyers and myself were there. Mrs. Meyers has never paid this back and she said, "Now, we will fix you." She never said anything to me at this time about owing her for housekeeping, etc. I never saw that book (referring to Plaintiff's Exhibit "A" and "B") before it came up in this case and I never saw George Meyers or Louis Saloum or Mrs. Meyers make any of those entries. I never at any time agreed to pay Mrs. Meyers for anything she did for me, or I never agreed to pay George any rent, or to pay Mrs. Meyers any money for any alleged services, and I never paid them \$45.00 and \$72.00. On December 21, 1911, Meyers owed me the \$242.50

(Testimony of Mike George.)

and also \$250.00 for the property across the street, as we had sold it for \$500.00 and he kept \$258.00, and sued me for the property and took my interest, \$250.00.

On Cross-examination.

(Questions Propounded by Mr. CHENEY.)

Mrs. Meyers only did my washing and took care of my room for three months, after that I moved downstairs and slept on the counter, and as soon as we connected the two buildings, I slept in the room and took care of it myself. I was sleeping in that room before the fire, and when George [58] Meyers went below we were cooking and eating together in my room. I only lived upstairs about three months and after that I lived downstairs. We have no deed for the property but have a receipt for \$250.00, that is the cabin next to the store, but we have a deed for the property across the street. We got this in July, 1910. At the time of the fire the receipt and all the papers got wet. There was about a foot of water downstairs, and it cost something to fix up the store again. After we fixed up the store building it was about 30x40, and I got 800 feet of flooring for it. The little cabin was about 10 feet. I never heard anything about my owing this money for the rent and board until Mr. Zeigler came over there, and the time I was in the office and you said, "I am going to sue you, Mike," and I said, "What for?" and you said, "For the amount of the rent—for the board and the rent." At that time George said to me no rent at

(Testimony of Mike George.)

all because we were going to fix the house—the house, we were going to fix it all up, and it be all right, just the same. I sued George Meyers and Louis down in the Commissioner's Court. At that time he owed me \$242.00 I later brought suit for \$571.00 for the property.

Whereupon Court took a recess until 1:30 P. M., at which time said witness testified further as follows:

I signed the complaint in the Commissioner's Office, dated August 7, 1912, G. C. Winn, Commissioner. I slept upstairs in Mrs. Meyers' room for three or four months and she cooked for me and everything, and then I moved downstairs and slept on the counter for three or four months, and then we bought the O'Connor cabin and I moved into it as soon as it was fixed up. I went into partnership with George about the 18th of October, 1909. [59] I think the fire occurred the first part of 1910, but I did not have it marked down, I cannot read or write the English language, but know my own language. At the time of the fire George Meyers had gone to Seattle and Mrs. Meyers was upstairs and I was downstairs. I don't remember whether the fire occurred in 1909 or 1910.

And thereupon the following proceedings took place in said testimony.

“Q. And at the time of that fire there were two of her children burned up?” “A. Yes, sir.”

“Mr. ROBERTSON.—We object to that as immaterial.”

(Testimony of Mike George.)

“Q. And that didn’t make any impression on your mind so you can tell this jury when that happened—those two children, and lots of the goods that were in the building lost, and still you don’t remember when that fire occurred?”

“Mr. ROBERTSON.—We object to that as argumentative.”

“The COURT.—It is cross-examination.”

To which defendant excepts, and an exception was allowed.

And thereupon said witness testified further as follows:

The fire took place sometime between the last of 1909 and 1910, but don’t remember the exact day of the month. There was lots of excitement when the children were burned. The steps were broken and so the children were burned. I have been in the mercantile business about twenty-four or five years and I have quite a large store at Douglas. I have a pretty good memory concerning business matters, and if I don’t remember the trade, I know them when I see them. I loaned Mrs. Meyers \$50.00 about July 15, 1912, and I loaned her \$150.00 in January, 1915, I never marked it down because I trust her, because she is a [60] good woman, and I want to help her out; you know I know she is short of money, and that is why she was coming to me. Three or four days after I loaned Mrs. Meyers the \$150.00, I loaned her \$175.00, in all \$375.00, without a note or anything, as neither she nor I can write. At one time I loaned her \$30.00

(Testimony of Mike George.)

and she brought that back. I gave George Meyers a check for \$200.00 and he gave me a note, and I put the note in Behrends Bank and they paid it back. Mrs. Meyers was there at the time. George came to me and said, "I need that money pretty bad; I want to send my wife away," that is what he told me. She come with her husband. I said, "Come, we go to Hubbard's and make note down there." She was there and her husband, I don't know who got the money; I make the check to George. George came to me and said, "Please let me have \$500.00 and go to Hubbard and make note"; I say, "George, I cannot do it"; but he needed the money so we went to Hubbards and I gave him a check for \$200.00 and Hubbard made the note.

And thereupon the following proceedings took place:

"Q. You know who cashed the check that you gave for \$200.00?" "A. I don't know."

"Judge GUNNISON.—I object to that as incompetent, irrelevant and immaterial; it doesn't matter who cashed the check; if he gave it to George Meyers that is all there is in the case."

"The COURT.—The mere fact of who cashed the check is not material—the question as to who got the money might be."

To which defendant excepts, and an exception was allowed.

"Q. Don't you know that Mrs. Meyers cashed that check [61] and got the money?"

"A. I gave the check to George."

(Testimony of Mike George.)

“Judge GUNNISON.—We concede it might be material as to who got the money from this man, but who got the money from the check, it seems to me, wouldn’t be material.”

“The COURT.—If it is immaterial it cannot possibly hurt you—if it is material it is admissible; if it is immaterial it cannot hurt you.”

“Judge GUNNISON.—Exception.”

To which defendant excepts, and an exception was allowed.

“Q. Don’t you know and didn’t you know at the time that you gave that check for the \$200.00, that Mrs. Meyers was the one that went to the bank and got the money on the check?”

“Mr. ROBERTSON.—That is objected to for the same reason.”

“The COURT.—Objection overruled, answer the question, if you can.”

“Judge GUNNISON.—Exception.”

To which defendant excepts, and an exception was allowed.

“A. I made the check out to Mr. Meyers. I don’t know who cashed it. I don’t know who got the money. George Meyers said he wanted that money. Mrs. Meyers never talked to me about that \$200.00.

Whereupon the following proceedings took place:

Q. “Now, please tell this jury why it was that you had loaned Mrs. Meyers \$50.00 without any witness or note or anything, and then loaned her, two or three days right after that, \$175.00, and didn’t take any note or anything of the kind, and then when

(Testimony of Mike George.) .

they wanted \$200.00 from you you insisted on going up to Mr. Hubbard's office and getting a note for it, why was that?" [62]

"Judge GUNNISON.—We object to that as incompetent, irrelevant and immaterial; it doesn't make any difference why he loaned this woman money or why she borrowed money from him; it is simply a question of whether or not she did borrow money from him."

"The COURT.—Yes, but this is cross-examination—objection overruled."

To which defendant excepts, and an exception was allowed.

And thereupon said witness testified further as follows:

I trusted Mrs. Meyers and wanted to help her out all I could, but I had some trouble with Meyers and could not trust him. I have lent money to lots of people, I help the people out. When George came to my store and wanted the \$200.00, I said, "Come with George Maloof and me to Mr. Hubbard." Mrs. Meyers did not go to Hubbards with us. I didn't talk to Mrs. Meyers about the note. Meyers said to Mr. Hubbard, "I want to give that money to my wife." I don't know what he is going to do with the money. I had some trouble with George, three or four cases about the property, and he said, "No, we no divide it, the property"; and I trust him no more. We had trouble about the property across the road and he claimed it belonged to him and he wanted the rent for it himself, so we

(Testimony of Mike George.)

went to court and I got \$250.00 interest in the property.

And thereupon the following proceedings were had:

"Q. Now, I am talking about this rent for the store that you and George occupied there in Douglas, from October, 1909, [63] to the time you dissolved partnership in December, 1911; that is a little over two years—two years and two months?

A. Yes.

Q. Now, you tell this jury that you never heard anything about that rent? A. No, sir.

Q. There was no talk between you and George ever about it? A. No, sir.

Q. How much you should pay or how much he should pay?

A. Nothing was said about the rent at all.

Q. Now, listen—when you came from the East and went into business with George, you knew George owned the building? A. Yes, sir.

Q. You moved your goods all in there, and you were going into an equal partnership—you understand that, don't you? A. Yes, sir.

Q. And still you tell this jury there was nothing said about whether you should pay your part of the rent, because the building belonged to George?

A. Belonged to George? Because we fixed it up.

Q. Was there anything said about the rent, between you and George?

A. No, sir; everything is fixed up now; we paid the money for the house at that time, and I paid too.

(Testimony of Mike George.)

Q. George owned the building a good many years before you came, didn't he?

A. No, sir; maybe six months, maybe one year, and I paid one-half myself; that time it was partnership, you know, and he paid so much and I paid so much; the time of the business we had arrangement between me and him that we own the property and the amount belonged to me, \$250.00; this building it was \$500.00, \$250.00 to him and \$250.00 to me, [64] and he took the property besides the other property across the street.

Q. Now, listen to my questions. You never heard anything about that rent, and you never agreed to pay for that store—if that is true, I will ask you why it was a little while ago when you were talking about when you started in business there, you said the rent won't be very much between George and you, and you will go in together?

A. George can't say nothing.

Q. You didn't say that? A. No.

Q. I will ask you if you didn't say just now when you were testifying that when you went in business over there George said, "Well, I will let that go for your half of the rent?"

A. No, sir; I never said that.

Q. You didn't say that? A. No. sir.

Q. Didn't say anything like that? A. No, sir.

Q. I will ask you now if George did say, when you went into business—

A. No, sir; there was nothing said at all.

Q. I will ask you now if George did say, when

(Testimony of Mike George.)

you and he went into business, and he owned the store and you didn't own any of it, that he would let you have the rent for nothing?

A. That time the agreement, he said we fix it up, and I pay so much and he pay so much, and everything belonged to us. [65]

Q. He did say, then, that he would let the rent go for nothing?

A. No; he didn't say nothing, no rent at all.

Q. Did he say he would not charge you anything at that time.

A. He didn't say anything except we fix it up.

Q. Didn't say anything about he thought you ought to pay something on that account?

A. No, sir; never say nothing at all."

And thereupon said witness testified further as follows:

George and I never had any agreement as to rent for the store. He owned the store which was worth \$500.00 and I bought half of it. At the time we had the agreement he said, we fix store up and I paid one-half myself and he paid so much and I paid so much. The time of the business we had arrangement between me and him that we own the property. At the time Mr. Robertson [66] was judge he allowed me \$242.00.

And thereupon the following proceedings took place in said testimony:

"A. Yes, the *judgment* allowed me \$242.00—that is what he allowed me that time—it was \$500.00 and something."

(Testimony of Mike George.)

“Q. I am not talking about that at all—do you want to answer the question fairly?”

“A. (Judge GUNNISON.) We submit that question isn’t fair to the witness, and I don’t think that is the proper way to examine a witness.”

“The COURT.—Are you trying to get at the facts in this case, or are you trying to make a good impression? One way or the other, we want to get at the facts and get them before the jury; neither the jury nor the Court care a picayune who is the best lawyer in the case—we want the facts. Ask the witness about the facts in the case.”

To which defendant excepts, and an exception was allowed.

And thereupon said witness testified further as follows:

We had a settlement at the time we dissolved partnership but it was not finished, as he didn’t pay me any money. I sued George and the Court allowed me \$242.00. I sued him for \$571.00, the property across the street, and I got judgment for \$242.00. I lent Mrs. Meyers the \$150.00 some time in January, perhaps the 17th or 20th, after we had quit the business, and then the \$175.00 three or four days afterward. Mrs. Meyers came to my store crying and said she had lost the \$150.00, and I give her \$175.00 and give George Maloof to give to her the money. In May, 1915, Mrs. Meyers sued me for about \$345.00. I asked her about that money and she said, [67] “All right, I am going to fix you.” It is not so that I put in a counterclaim of \$375.00

(Testimony of Mike George.)

against her to offset her claim of \$390.00. She say, "I fix you pretty soon, all right." I tell her I want that money because I was going away, I want that money, and she say that. I told the lawyer what to put in the paper.

And thereupon the following proceedings took place:

"Q. This paper says, January 20th, 1915, \$150.00; February 1st, 1915, \$175.00."

"Judge GUNNISON.—We object to the question as not a fair statement to the witness; the answer says on or about."

"The COURT.—The answer says on or about January 20th he loaned her \$150.00, and it says on or about February 1st—that is not a fair question."

And thereupon said witness testified further as follows:

I was friendly with Mrs. Meyers at the time I loaned her the \$50.00 in 1912, but we had trouble after that.

And thereupon the following proceedings took place:

"Q. Did anything happen to make you unfriendly before you loaned her the \$150.00, and the \$200.00?"

"A. We were friendly at that time, too."

"Judge GUNNISON.—We object to the inference that this man has ever testified that he loaned Mrs. Meyers \$200.00."

"The COURT.—The \$200.00 he has not testified that he loaned her."

And thereupon said witness testified further as follows:

After I loaned her the \$50.00 I had some trouble

(Testimony of Mike George.)

with George and that is why I took the note as I did not trust him. I considered Mrs. Meyers honest and so did not take a note from her. [68]

And thereupon the following proceedings took place:

“Q. Do you want to tell this jury that you were in business over there with George Meyers and his wife for two years, in that store, in partnership, with them and you didn’t sleep there in the same house with them all that time?” “A. No.”

“Q. And that you didn’t eat with them?”

“A. Only three months, that is all.”

“Judge GUNNISON.—We object to that question as placing in the witness’ mouth something which the evidence does not show in the case; his wife was not in any partnership.”

“The COURT.—No, he was not in partnership with Mrs. Meyers.”

And thereupon said witness testified further as follows:

I am willing to testify to the jury that I went into partnership with George Meyers in October, 1909, up to December, 1911, over two years, and that I lived upstairs for the first three months and ate my meals there and then moved downstairs and cooked in the stove for *about or* four months. I was friendly with them all this time. They lived upstairs before the fire and after the fire moved down in the room next to mine for about a week and then moved across the street. I never heard anything about this rent money until Mr. Zeigler came over to the store. I also had a letter from Mr. Cobb about the rent before Zeigler spoke to me, but I did not answer it—I told him to go to court.

(Testimony of Mike George.)

And thereupon the following proceedings took place:

“Mr. CHENEY.—If the Court please, before Mr. George is excused, I am not quite sure whether I asked Mrs. Meyers directly how much these services she performed for Mr. George were worth; I think I asked her that, and I think she said he said he would pay what it was worth, and it was worth \$15.00 a month. I want to recall her and ask her that on the [69] main case. I mention it now so Mr. Robertson will have an opportunity to ask his witnesses about it, so if he wants to ask Mr. George anything about it he may do so.”

“Mr. ROBERTSON.—That is all right, but she is suing on an agreed price.”

#### On Redirect Examination.

(Questions Propounded by Mr. ROBERTSON.)

This is the check which I gave to Mr. Meyers and that is my signature. Mr. Hubbard made out the check, also the note. Mr. Meyers came to the store and wanted \$500.00 first; George Maloof was there too, and I said, “I will give you \$200.00 if you give me note.”

Defendant’s Exhibit was received and marked in evidence as follows:

**Defendant's Exhibit No. 1—Check, January 13, 1915, George to Meyers.**

THE B. M. BEHRENDS BANK. No. 487.

Juneau, Alaska, Jan. 13, 1915.

Pay to the order of Geo. Meyers.....\$200.00  
Two hundred .....# Dollars  
M. GEORGE.

(Stamped across face of check:)

"The B. M. Behrends Bank,

PAID

Jan. 13, 1915.

Juneau, Alaska."

(Endorsed:)

Geo. Meyers.

Mrs. Meyers.

Dft. Exhibit No. 1.

Received in evidence Dec. 8, 1915.

In cause No. 1277-2, J. W. Bell, Clerk. [70]

That check was dated January 15th, 1915. After the giving of that check I loaned to Mrs. Meyers the \$150.00 and after that the \$175.00. The time that Mr. Robertson was Judge I was allowed \$242.00 but it was more than that. That cross on the paper called the Plaintiff's Exhibit "C" I have never seen before. The statement in the paper that, "The interest on \$364.47 being considered as plaintiff's share of the rent owing and due the defendant on account of the firm occupying the defendant's place of business, together with interest on \$242.50 from the time of said partial dissolution" was for the property across the street. George collected the rent and did not give me my share, and I owned half of the property. Then we went to court about it. The note

for the \$200.00 I gave to Behrends Bank to collect and they collected it and gave me \$5.00 besides as interest. I received Mr. Cobb's letter by mail informing me that I owed Meyers for rent.

Whereupon Defendant's Exhibit 2 was received and marked in evidence as follows:

**Defendant's Exhibit No. 2—Letter, April 9, 1915,  
Cobb to George.**

John H. Cobb,  
Juneau, Alaska.

April 9th, 1915.

Mr. Michael George,  
Douglas,  
Alaska.

Dear Sir:

Mrs. Valanda Meyer has placed in my hands for collection a claim against you for services in cooking and washing for you from October 18th, 1909, to December 21st, 1911, at \$15.00 per month, aggregating \$390.00 upon which she admits a credit of \$72.50 leaving a balance due of \$317.50. I am [71] instructed that if this claim is not paid by Wednesday, April 13th, to bring suit upon it. Please let me hear from you.

Very truly yours,  
J. H. COBB.

Dft. Exhibit No. 2. Received in Evidence. Dec. 8, 1915. In Cause No. 1277-A. J. W. Bell, Clerk.

And thereupon the witness testified further as follows:

It was after that time Mr. Zeigler came to see me, a short time after. I had several law suits with George Meyers, and some time around the 20th of

January this year I loaned Mrs. Meyers the \$150.00 and \$175.00.

On Recross-examination.

(Questions Propounded by Mr. CHENEY.)

The store we are talking about in this case is the only one the partnership ever did business in. The building across the street was a dwelling-house. The statement which I made under oath: "The interest on \$364.47 being considered as plaintiff's (my) share of rent due and owing to the defendant (Meyers) on account of the firm occupying the defendant's place of business," I claim that was the building across the street, and I sued him for \$575.00 and received judgment for \$242.00. We owned together the store that the firm occupied.

Redirect Examination.

(Questions Propounded by Mr. ROBERTSON.)

At the time it was settled in the Commissioner's Court he owed me something over \$500.00 but I got judgment for \$242.00. There was no agreement that I owed George Meyers anything. [72]

**Testimony of Joe Witsell, for Defendant.**

Whereupon, defendant in further proof of his case, produced a witness, JOE WITSELL, who first being duly sworn, testified as follows:

On Direct Examination.

My name is Joe Witsell and I am acquainted with Mike George, Mrs. Meyers and George Meyers. I have known Mike George since about 1910. At that time I was living across the street with the Meyers people and Mike George was living in the room next to the store, where he and George Meyers ran their

(Testimony of Joe Witsell.)

business. I saw Mike George do cooking in the little room right off the store, that was about in 1910.

On Cross-examination.

It was about 1910 that I saw him doing some cooking. I call him to sell something, and Mike say, "Wait, a minute, I am going to cook, myself." I don't know what day it was. [73]

**Testimony of George Maloof, for Defendant.**

Whereupon, defendant in further proof of his case, called the witness, GEORGE MALOOF, who, first being duly sworn, testified as follows:

Direct Examination.

(Questions Propounded by Mr. ROBERTSON.)

My name is George Maloof. I came to Douglas four or five days *days* after the big fire. I am acquainted with Mike George, Mrs. Meyers and Mr. Meyers. George Meyers' family and my family were related in the old country. I am not related to Mike George. I had seen them all in Pawtucket before I came out here. I came to Douglas four or five days after the big fire in 1910. I went to live with Mike George and the Meyers people when I first came. I lived in the front room off the store and Mike lived in the back room. I lived there until Mike and Meyers quit partnership. I run a laundry for about four months and did Mike's washing and a lot of single fellows' washing, also did George Meyer's washing some of the time. At that time Mike used to eat in his room, and Mr. and Mrs. Meyers used to eat across the street. I never saw Mrs. Meyers do any washing or cooking for Mike, and never saw her in Mike's room, and I was around the store quite a bit and

(Testimony of George Maloof.)

sometimes helped them in the store. Louis Saloum and I have been a witness before for Mike. I was in the store about 11 months ago when George Meyers came in and said to me, "Tell Mike to give him \$200.00 and he give him the goods," and I told Mike and he said, "I want good stuff; he give me nothing; I want to take good stuff," and I go back and tell Mike George that George Meyers give him anything he want, and he said, "No," and George Meyers said, "No, I don't give him good stuff; I give him anything I want." George Meyers said, "Give me \$200.00 for two months, and before you go to Ship Creek I give you the money back." [74] I was going to Anchorage and did not want to let him have the money for more than two months, so Mike, George and myself went up to see Hubbard. I was going to make the check and George Meyers said, "Give me three months," and I told Mike, "You don't put my name three months; I want two months." I cannot read or write. Two or three days after the \$200.00 transaction, after George Meyers took the check with him to Juneau and go to Grover Winn's office and Mrs. Meyers was come to Mr. Winn's for divorce. Four or five days after that Mrs. Meyers came into Mike's store and asked for \$150.00 and Mike said, "What are you going to do with \$150.00?" I counted out the money myself and gave it to Mrs. Meyers and she put it in a white handkerchief and put it in her pocket and go in her house. There was nobody in the store but Mrs. Meyers, Mike George and me. I waited for her and we went to the Treadwell wharf and took the 1:30 ferry. After the ferry had gone about 100 feet she

(Testimony of George Maloof.)

said, "Maloof, I lose my money." I say, "Where you lose it?" and she say, "I don't know," and I said, "I keep away from you, you think I got it." I called the conductor and said, "Stop! This woman lose \$150.00." The conductor looked and did not find it and so she got off the boat. About four or five days Mrs. Meyers came into Mike's store again and said, "I lose \$150.00; please help me; my man bothers me all the time; please help me." He gave her \$175.00 and at that time there was Mike, Mrs. Meyers, an Indian woman and myself in the store. Mrs. Meyers put the \$175.00 in her pocket-book and went home. I never touched the money myself.

#### On Cross-examination.

(Questions Propounded by Mr. CHENEY.)

I never run a gambling game over there in Mike's place in Douglas or we never had a room to play cards in. I work for a living. I have been a witness for Mike several times before in the Commissioner's Court. He couldn't lose a case where I was a witness. Mike has not taken care of me, I have been working in the store for Mike. [75]

And thereupon the following proceedings took place:

"Q. Do you know anything about a case that Mike George is interested in with Mrs. George Meyers, entitled W. G. Hills against George Meyers?"

"Mr. ROBERTSON.—We object to that as immaterial, incompetent and irrelevant; besides, the suit itself would be the best evidence—it is on the records of this court, and if they want to put it in, they can put it in in the right way."

"The COURT.—I don't know anything about it,

(Testimony of George Maloof.)  
whether it is going to be relevant or not."

To which defendant excepts, and an exception was allowed.

"Q. Do you know about a case from Seattle that Mike George is interested in, where they claim that George Meyers got 8 cases of goods at Seattle?"

"A. I know about that case."

"Judge GUNNISON.—We object to that, if the Court please, as incompetent, irrelevant and immaterial."

"Mr. CHENEY.—It is preliminary to another question; it is testing his credibility."

"The COURT.—You may ask him whether or not Mr. George paid his expenses down here."

To which defendant excepts, and an exception was allowed.

And thereupon said witness testified as follows:

I got broke while up to the westward, and I had \$600.00, and Mike sent me my money, not his money.

And thereupon the following proceedings took place:

"Q. Answer the question—did Mike write you a letter and tell you that he wanted you to come down here and testify against George Meyers in a case about 8 cases of goods from [76] Seattle?"

"Judge GUNNISON.—We object, if the Court please."

"The COURT.—Ask him the question—Is Mr. Mike George paying your expenses while you are here?"

"The WITNESS.—No."

"The COURT.—Did Mike George send you any money to come here?"

(Testimony of George Maloof.)

“A. Send me money to come back; he sent my money.”

“The COURT.—He never sent you any money to come here?”

And thereupon said witness testified further as follows:

When I was in Anchorage Mike sent me a ticket to come down here but did not send me any money. He did not say anything about the 8 cases of goods or about my being a witness. I have been a witness for Mike George before but I don’t know how many times. When Mike George gave the \$150.00 to Mrs. Meyers he gave it to me first to count over. He said, “Maloof, count it and give it to Mrs. Meyers.”

And thereupon the following proceedings took place in said testimony:

“Q. Now, why did he not give you the \$175.00?”

“Judge GUNNISON.—That is objected to as incompetent, irrelevant and immaterial, and calling for a conclusion of the witness.”

“A. I don’t know.”

To which defendant excepts, and an exception was allowed.

And thereupon said witness testified further as follows:

When Mrs. Meyers borrowed the \$150.00 she put it in a white handkerchief. Mike counted the money and then gave [77] it to me and I counted it and gave it to Mrs. Meyers. Mike said, “Maloof, here is \$150.00, give it to Mrs. Meyers.” There was no one else in the store. Mike and I were behind the counter and Mrs. Meyers was on the outside of the counter. She talked for about 5 minutes and then went away.

(Testimony of George Maloof.)

And thereupon the following proceedings took place:

“Q. What did you have to do with that when Mike loaned George \$200.00?”

“Judge GUNNISON.—We object to that as immaterial.”

“The COURT.—Objection overruled.”

To which defendant excepts, and an exception was allowed.

And thereupon said witness testified further as follows:

When Mike loaned the \$200.00 to George Meyers, that was my money and I objected to him having it for 90 days, as 60 days was enough, as I expected to go to Anchorage. I worked in the 300 Mill for two years and three months, but when I came back from Seattle I had rheumatism and I did not work there any more. In 1915 I worked in Mike’s store. Mike has a boy working in the store, also. He has three small boys and one large one 16 years old, and he has a wife.

And thereupon the following proceedings took place:

“Q. Where do you sleep?”

“Judge GUNNISON.—I object to that as incompetent, irrelevant and immaterial.”

“The COURT.—Unless he wants to show he lived with Mike George.”

To which defendant excepts, and an exception was allowed.

I lived in the big house with Mike George, but we

(Testimony of George Maloof.)

never run any card games. I was subpoenaed here as a [78] witness. I don't know who gave me the subpoena to come over here. I did not talk with Mike about this case before I came over. He talked to me going as a witness, that was all. I am not related to Mike George but am related to George Meyers. I had a laundry for four months in George Meyer's store building, in the front room off the store, that was in 1910, and I did Mike's washing and everybody's on the beach, all single men, and I got a sign, "Socks free." I was in Seattle when George Meyer's store burned and I started the laundry after I came back, that was in the winter time. Mike's children were in Pawtucket when I was running the laundry.

#### On Direct Examination.

(Questions Propounded by Mr. ROBERTSON.)

I went back east to Pawtucket and brought Mike's children for him and came back to Douglas after the Meyers' store had burned, and started the laundry. I talked to you in your office about this case in the presence of other people, but I did not talk to Mike about it in the store.

And thereupon the following proceedings took place:

"Q. Did you mean to tell Mr. Cheney you never talked about the case in that way?"

"Mr. CHENEY.—I object to that, suggesting an answer to the witness."

"Judge GUNNISON.—I think we have a right to

(Testimony of George Maloof.)

show that the witness don't understand what Mr. Cheney said."

"The COURT.—Objection sustained."

To which defendant excepts, and an exception was allowed.

And thereupon the witness testified further as follows:

I have been in Ship Creek two months, in Unalaska one [79] month. I could not let George Meyers have the \$200.00 for three months as I expected to go to Anchorage, so Mike let him have it for three months. I talked to Judge Gunnison about this suit. You wrote me a letter and told me to come down and I talked with Judge Gunnison on the boat going to Anchorage. Mike George did not bring that other suit but some people in Seattle and I was subpoenaed by the Marshal. At the time Mrs. Meyers borrowed the \$175.00 I was in the store and I saw it. It was all in gold. At the time Mrs. Meyers borrowed the \$150.00 she asked me to go to Juneau with her as she was going to see Mr. Winn as she wanted to get a divorce, and she gave me \$3.00. At the time Mike gave the \$175.00 to Mrs. Meyers I saw Mike count it and he gave it to her. [80]

**Testimony of Mary Martin, for Defendant.**

Whereupon, defendant in further proof of his case produced a witness, MARY MARTIN, who first being duly sworn, testified as follows:

On Direct Examination.

(Questions Propounded by Mr. ROBERTSON.)

My name is Mrs. Martin and I am the wife of the man that has the ranch down at the end of Douglas Island. I have lived in Douglas about seven years. I am an Assyrian. I know Mrs. Meyers and Mike George, we came on the same boat from the old country; I used to work for Mrs. Meyers in the old country. We stopped at the same house, Mrs. Meyers, George and me, and he had two little childs. I have a little boy about six years old. I remember that Mike George came to Douglas about 1909, and I did his work, every two weeks I come down and get his clothes. I did his work for about a year. My little boy was about a year old. Sometimes his clothes not ready and I go in his room, and sometimes Mike no got ready, and my husband go to work in Treadwell, and he stop down there and get them for me. Mike was living at that time in the room off the store. Yes, I have been in Mike's room lots of times. Sometimes he call, "Come, Mary, and have a cup of coffee with me" or sometimes call me and I say, "No, thank you, Mike, I had some coffee." Mike paid me for my work, I took some stuff for my work, I don't get no money.

Mike had a little bed and a cook stove, and a

(Testimony of Mary Martin.)

couple of chairs, and that is all he had; I guess he had two old plates, and two cups, that is all.

On Cross-examination.

(Questions Propounded by Mr. CHENEY.)

I did washing for Mike when he come back from the East, he was alone, he had no children. I came over from the old country when George Meyers did and I went there to live with them. Before Mike came out here from the East I got [81] married to a man named Dutchy Martin, and left there. We got a ranch about 9 miles from Juneau, and sometime we live on the ranch, and sometime we got a house in Douglas. I didn't live out on the ranch. I got three houses in town, and when I got married I had a house down on the beach; we live in one, and we move there after we sell the house on the beach, and we bought another place. I cannot tell where it was—just a little place, upon the hill, off by the cemetery in the northeast part of town. My husband, he stay two years on the ranch, and I never go with him, I stay at home, he do the work, and I work in town; I work by hour for three or four families in town, and I been only two years on the ranch. I never washed for Mike then. I remember I was washing for Mike just at the time he come back from the East, because we know Mike, and we stop at his house in Pawtucket; he had a nice little woman, too, and when I come from the old country she done lots of sewing for me and everything, and so when Mike come I work for him, I re-

(Testimony of Mary Martin.)

member that time; he was cooking in his room. I did Mike's washing for him right after he came from the East, I guess in 1909, I remember I done his washing for him for one year. He was living upstairs with the Meyers. I remember it; every time I bring clothes he was kicking, and I says, "What is the matter, Mike?" He said, "Mary, you charge me too much." I said, "Well, you are rich." Yes, he was living upstairs about three months, and after he come down he used to sleep downstairs; I remember he had a little mattress and slept on the counter at night-time, and daytime put it away. Mrs. Meyers didn't do the washing, then, for Mike George after Mike came from back East but I do about one year, yes; and after I quit I don't know who got it after that. I had no trouble with George Meyers and Mrs. Meyers at all. I give him some money for him, and I asked him for the money, and he don't pay it, and that is all I can do, bring suit. Me and Meyers and Mrs. Meyers [82] was good friends, never trouble. I left George Meyers' place when I got married, and go to stay in my own house. I used to go to work for Meyers all the time for three years in his house, and we were good friends. Well, he take \$350.00 from me, for one year. The time was coming, and I asked him for the money and he didn't get it, and next year I change the papers again, and make it that time three years. "Meyers," I said, "I want to build a little house, I got to have a little house and stay in town so I can send my boy to school." "I cannot get it," he said, and

(Testimony of Mary Martin.)

he didn't care, and that is all. I never had any trouble with Mike George. I have no trouble with nobody. I like everybody just the same. Mike George don't know anything about this suit. I come myself; I come to Juneau in a gasoline boat and I come here. Mike didn't put up a bond for me, I didn't see him, I do it myself, that is all, so I give the money and he don't know anything about it.

Redirect Examination.

My little boy was about six years old at this time.

[83]

**Testimony of Sarah Johnson, for Defendant.**

WHEREUPON, defendant in further proof of his case, produced a witness, SARAH JOHNSON, who first being duly sworn, testified as follows:

On Direct Examination.

(Questions Propounded by Mr. ROBERTSON.)

My name is Sarah Johnson and I live in Douglas. I am acquainted with Mike George, Mrs. Meyers and Mrs. Meyer's husband, George Meyers. About five years ago I started in a hand laundry over there, and that is how I got to know him. I went in the store there and asked him if he could give me his laundry, and he said yes. About a week after I started the hand laundry I began to do Mike's washing every two weeks, and I did it for about two years. Sometimes my husband go there when I got no time, I tell my husband to stop in and get his clothes. Sometimes overshirts, sometimes two pairs of socks, sometimes pillow-cases, not all

(Testimony of Sarah Johnson.)

the time, but I got his underwear, and undershirt and pair of socks and one pillow-case. Mike paid me for this work. I do not do his washing now. I very seldom patched his clothes; he always had good underwear; sometimes button off and I sew it on.

Cross-examination.

(Questions Propounded by Mr. CHENEY.)

At the time I did Mike's washing he was living in a room back of the store. He lived there the whole two years that I did his washing and I commenced about 1910. I used to go into the Meyers' store, and I saw Mr. Meyers and Mrs. Meyers in there. I was born in Juneau and then I went away, I went down to Seattle, and that is the time, about five years ago I come back from Seattle, and that is the time I start the laundry there. It is going on five years since I come to this town; I come to Douglas the last part of July—next July it will be five years. It is only a few months until July, it is going on five years. [84]

**Testimony of Fanny Williams, for Defendant.**

Whereupon, defendant in further proof of his case, produced a witness, FANNY WILLIAMS, who first being duly sworn, testified as follows:

On Direct Examination.

(Questions Propounded by Mr. ROBERTSON.)

My name is Fanny Williams. I am acquainted with Mrs. Meyers and Mike George. I know Mike George's store over in Douglas and I was in there. I have seen Mrs. Meyers in there sometime last win-

(Testimony of Fanny Williams.)

ter. I saw Mrs. Meyers take some money from the counter and put it in her pocket-book. I never put down anything about what happens.

And thereupon the following proceeding took place in said testimony:

“Q. Do you know where the money came from?”

“A. Mike put the money on the counter, and Mike told me afterward.”

“Q. Did you see him do that?”

“Mr. CHENEY.—I object to that and ask that it be stricken out.”

“The COURT.—Yes, it will be stricken, whatever Mike told her.”

And thereupon said witness testified further as follows:

Mrs. Meyers, Mike, Maloof and myself were there at that time. They were talking in their own language and I did not understand them. Mrs. Meyers was in the store when I went in, and I saw her take the money from the counter but I didn’t see who put it there.

#### On Cross-examination.

(Questions Propounded by Mr. CHENEY.)

My name is Fanny Williams. I understood what my lawyer said to me.

#### Redirect Examination.

(Questions Propounded by Mr. ROBERTSON.)

I don’t know what kind of language these people were talking in at that time. They were not speaking English. [85]

(Testimony of Fanny Williams.)

On Recross-examination.

They were not talking in English, Mike, George, or any of them. I don't know what time this took place. I saw Mrs. Meyers take some money off the counter, but did not see who put it there. That is all I know about it. [86]

**Testimony of G. M. Bothwell, for Defendant.**

Whereupon, defendant in further proof of his case, produced a witness, G. M. Bothwell, who first being duly sworn, testified as follows:

On Direct Examination.

(Questions Propounded by Mr. ROBERTSON.)

My name is G. M. Bothwell. I am employed on the ferry-boat "Alma" as purser, and have been in their employ for the last 18 months. I have seen Mrs. Meyers and know who she is. I remember the occasion when we were leaving Treadwell and coming this way toward Douglas, and she got on the ferry at Treadwell, and between Treadwell and Douglas she made the cry or alarm about losing \$150.00, and I asked her how she had it, whether it was in her purse or how it was, and she said no, she had it in her handkerchief. She got on the ferry and went in the after-cabin and stayed on the starboard side of the ladies' cabin over there; she came up in the engine-room or the little cabin over the engine and said she had lost this money, and I went down in the after-cabin and looked to see if I could find it, I don't think there was anybody in there, if I remember right, but her and some man who got on

(Testimony of G. M. Bothwell.)

with her; who this man was I don't know, I have often seen the man though. I think I would be able to identify him if he is in the courtroom. This happened several months ago, or perhaps a year. I am not positive but I think that is the man (referring to George Maloof).

Cross-examination.

(Questions Propounded by Mr. CHENEY.)

I think Mrs. Meyers got on at Treadwell and got off at Douglas when she discovered the loss of her money. I remember of her relating the amount, \$150.00, tied in a handkerchief. I went in the after-cabin, because she got on the starboard side and went down in the after-cabin, and that is the only place she was until she got off at Douglas. That was my last trip on the boat. [87]

**Testimony of R. R. Hubbard, for Defendant.**

Whereupon, defendant in further proof of his case, produced a witness, R. R. Hubbard, who first being duly sworn, testified as follows:

On Direct Examination.

(Questions Propounded by Mr. ROBERTSON.)

My name is R. R. Hubbard and I am a resident of Douglas. I know Mike George, Mrs. Meyers and Mrs. Meyers' husband, George Meyers. I have known each of those parties four or five years, something like that. I recognize that check which is marked Defendant's Exhibit No. 1, as being my handwriting. The circumstances of making that check came about something like this—Mike George

(Testimony of R. R. Hubbard.)

came in with George Meyers and Mrs. Meyers and he wanted to make out a note, and stated if he had to sue George Meyers he would pay all costs, and I think there were \$50.00 attorney fee in the note; and when the note was signed, George Meyers wanted Mike George to make the check payable to Mrs. Meyers, so I advised against that, and I said, "Make it payable to George Meyers and he can endorse it over to Mrs. Meyers"; and I think in making the note there wasn't to be any interest for a certain time, and they said to leave the interest off, and I told him they had better put the interest after maturity or something like that, and I think it was finally wound up in that way. Mrs. Meyers did not sign the note.

And thereupon the following proceedings took place:

Mr. ROBERTSON.—We make a demand on counsel at this time for the cancelled note, if the Court please.

Mr. CHENEY.—I would like to accommodate counsel, but Mr. Meyers has been to the bank and tried to get that note, and Mr. McNaughton said he could not find it; he gave him this slip and George has a receipt for \$205.00, and that is all he could get.

Mr. ROBERTSON.—Then you admit that the note was simply signed by George Meyers? [88]

Mr. CHENEY.—The note?

Mr. ROBERTSON.—Yes.

Mr. CHENEY.—We admit they got the \$200.00.

(Testimony of R. R. Hubbard.)

George Meyers signed the note but Mrs. Meyers did not.

And thereupon the witness testified further as follows:

A couple of hours afterwards on the same day, George Meyers, and I think it was Mr. Saloum, came back, and George was very much worked up and wanted to know why I didn't make up the note and check the way he said, without interest, and make the check payable to Mrs. Meyers, and I told him according to my idea of business that would not be right, and if he wanted to do business that way to go to somebody else and have it done.

Cross-examination.

(Questions Propounded by Mr. CHENEY.)

Mrs. Meyers was present when this paper was drawn up. I did not hear Mike George testify. I suggested to them, when they were going to have the money paid over from Mike George to Mrs. Meyers, that the best way was to make it out in George's name because he was going to give the note, and have him indorse it over to Mrs. Meyers, which he did. Mr. Meyers got the check for \$200.00 in the presence of Mike George, and they were in my office at the time. They had some conversation among themselves, she was going away or something and wanted the money, perhaps for an operation, and they didn't have it. George Meyers wanted to borrow the money for his wife, and he endorsed the check over to her,—he signed it over to her in my presence and in the presence of Mike, and when the

transaction was completed Mrs. Meyers had the check for \$200.00. [89]

**Testimony of Jake Saloum, for Defendant.**

Whereupon defendant in further proof of his case, produced a witness, JAKE SALOUM, who, first being duly sworn, testified as follows:

**Direct Examination.**

(Questions Propounded by Mr. ROBERTSON.)

My name is Jake Saloum and I live over in Douglas. I am here under subpoena. I am related to Mike George and George Meyers. Louis Saloum is my brother. I came to Douglas the 7th of July, 1914. I have seen this book before marked Plaintiff's Exhibit "A" and "B." I first saw it at George Meyer's house in Douglas about a year ago. George Meyers and Mrs. Meyers, Louis Saloum and myself were present at that time and also Antone Meyers. They were putting down items in that book against Mike George. I saw George Meyers go into the office in the store and get this book, and someone said it was too new so he took it back, and they said, "That is all right, that looks old enough." They were very poor at figuring and asked me to figure the account. I figured 26 months at \$15.00 a months as \$390.00. George Meyers and Louis Saloum and Antone Meyers were making suggestions and George Meyers said, "We will put down that amount, and we will put down that Mike George had paid on each account a few months," and I said, "What is that?" He said, "That is a good point, if a person pays a little on each account it will force him to pay the rent." I said, "You fellows are a

(Testimony of Jake Saloum.)

little more posted on law than I am."

And thereupon Plaintiff's Exhibits "A" and "B" were marked and received in evidence as translated by the witnesses George Meyers and Louis Saloum in their testimony for the plaintiff on her case in chief. [90]

Cross-examination.

(Questions Propounded by Mr. Cheney.)

I have a shoe store in Douglas. Mike George did not set me up in business or lend me any cash but gave me some credit. I started in business just as soon as I came to Douglas and that was about 15 or 16 months ago, and before I knew Mike George. I testified that I was present when George and Mrs. Meyers and Louis Saloum were fixing up that book.

And thereupon the following proceedings took place:

"Q. Now, I am asking you if Mike George, since that time has not set you up in business, or rather if he has not extended credit to you or helped you to start a business in Douglas?"

"Judge GUNNISON.—We object to that as incompetent, irrelevant and immaterial, and a repetition of questions already propounded and answered by the witness."

"The COURT.—The time was not fixed in the other question. I understand the question now is whether or not since the time he has been testifying to, Mr. George has not set him up in business."

"Mr. CHENEY.—Yes, sir."

"The COURT.—Objection overruled."

(Testimony of Jake Saloum.)

To which defendant objects, and an objection was allowed.

And thereupon said witness testified further as follows:

Mike George spoke to agents to give me credit so I could expand by business and get more goods for my store. That was since the time I was in George Meyers' store and they fixed the book. [91]

And thereupon the following proceedings took place:

“Q. You were able to get credit then all right after Mike George spoke to these people, weren’t you?”

“A. I have always been able to.”

“Judge GUNNISON.—We object to that as incompetent, irrelevant and immaterial.”

“The WITNESS.—I have always been able to, previous to that.”

“Judge GUNNISON.—There is no allegation that Mike George gave this man credit, and therefore, I think if Mike George spoke to the agents for credit, it is immaterial, and I think the question *be* propounded is immaterial.”

“The COURT.—I think it material for what it is worth, to show the relation, the gratitude, the feeling between him and George.”

To which defendant excepts, and an exception was allowed.

And thereupon witness testified further as follows:

I was able to get credit from the wholesale houses

(Testimony of Jake Saloum.)

after Mike spoke to the agents and told them I was honest. We have always been friendly with the Meyers people and are still friendly.

And thereupon the following proceedings took place:

“Q. Now, Mr. Saloum, did you protest against any such thing as fixing up the books with an account in it against Mike George over there?”

“Mr. ROBERTSON.—We object to that as incompetent, irrelevant and immaterial.”

“The COURT.—Objection overruled.”

“Judge GUNNISON.—Exception.”

To which defendant excepts, and an exception was allowed. [92]

And thereupon said witness testified further as follows:

I did not protest against them fixing up the book against Mike but it gave me an opinion of the people that were putting up that stuff. They asked me to do some figuring for them and I did. I didn't discuss what would be the best way to do it. My brother said to me, “We will go down and visit George; he has been here in the daytime and asked me to come down with you,” and I said, “Why?” He said, “Oh, I don't know.” I told them when they were discussing it about the better way to do it and I said, “You fellows seem to be well posted,” but I had a very poor opinion of them. They did not bring me down to put up the job but asked me to do the figuring, and there is no objection to figuring that for anyone. I did

(Testimony of Jake Saloum.)

not discuss this matter with you but I was in your office with George Meyers and Louis Saloum and heard their discussion about the account with Mike George that he owed for rent and the account he owed Mrs. Meyers for services for keeping house. I didn't tell you at that time this was a put up job and the book wasn't a straight account because I didn't think it was my place to.

And thereupon the following proceedings took place:

“Q. As a matter of fact, Mr. Saloum, didn't you make a copy of that book yourself, of those items in that account, and show it to me there in the office?”

“A. I don't remember that at all?”

“Q. You would not dispute that?”

“A. I cannot remember it.”

“Q. You would not swear that you did not?”

“A. No, I cannot remember it.”

“Mr. ROBERTSON.—If the Court please, if this man has such a copy in this man's handwriting it is no more than right that he should exhibit it.”

“The COURT.—It is not necessary that he do so.”

To which defendant excepts, and an exception was allowed. [93]

And thereupon witness testified further as follows:

I did not discuss this account against Mike with anyone as I considered it was not my place to. I heard them discuss about the rent and board at that time and knew all about it. I understood the rent they were talking about was for half of the store they

(Testimony of Jake Saloum.)  
had occupied as partners.

And thereupon the following proceedings took place:

“Q. Jake, so you heard about this account for rent for a considerable period before this transaction—I understand you had heard them discuss it before?”

“A. About the account?”

“Q. Yes.”

“A. No, sir.”

“Judge GUNNISON.—That is not proper cross-examination.”

“The WITNESS.—Not about the account, I heard about partnership.”

“The COURT.—I think it is cross-examination, because it relates to the subject of the very entries that are in dispute.”

To which defendant excepts, and an exception was allowed.

I did not go right after this was done and tell Mike George about this book being fixed up against him, but when this case came up I said something and he knew that I knew about it being fixed up. I told him I did not like to mix up as I was a relative of both he and George Meyers and he told me he would subpoena me and I would have to come and I could testify as I liked.

And thereupon the following proceedings took place:

“Q. This suit was only brought in the last three or four months.” “A. Yes, I know.”

“Judge GUNNISON.—We object to the state-

(Testimony of Jake Saloum.)

ment of counsel, because the records don't show that this suit was [94] brought in the last three or four months, they show it was brought in May, 1915."

And thereupon said witness testified further as follows:

I did not mention this to Mike until recently when the papers were served on him, and he said, "Well I will subpoena you." I have always been friendly with Mike and often met him as we were both doing business in Douglas, but I did not mention this account to him about fixing it up. I didn't take no part in the job at all. I might have told him that I had been to the lawyer's office with George and Louis. I kept this fact to myself until they started suit and then I gave him a couple of hints. Mrs. Meyers, George, Antone, Louis and myself were present at the time the book was fixed up. We were in the kitchen and so when anyone came in the store Mrs. Myers or Mr. Meyers went out and waited on them. They never knew that I was on friendly terms with Mike, as they tried to keep me away from him for a long time. I had never been to see him often, but went down with my brother to return a visit once the week after I came here. I had heard that my brother used to be friendly with Mike George but that was before I came to Douglas.

Redirect Examination.

(Questions Propounded by Mr. ROBERTSON.)

I speak to George Meyers and his wife when I meet them. I have no ill-feeling against them, as

(Testimony of Jake Saloum.)  
they have done me no harm.

Cross-examination.

(Questions Propounded by Mr. CHENEY.)

I remember the occasion when I came to your office over Burford's store with Louis Saloum and George Meyers.

And thereupon the following proceedings took place: [95]

“Q. And didn't you at that time have a piece of paper—I think it was white paper, with an account on it, and didn't you show that to me at that time—an account about the rent and the claim that Mrs. Meyers has now at this time against Mike?”

“Judge GUNNISON.—We object to that as incompetent, irrelevant and immaterial, it is indefinite as to time, persons present, and there is no identification as to anything that was said about it.”

The COURT.—I cannot tell yet, Judge Gunnison; objection overruled.

“Judge GUNNISON.—Exception.”

To which defendant excepts, and an exception was allowed.

And thereupon said witness testified further as follows:

About a year ago my brother Louis and I were at a picture show and my brother asked me to go down to Meyers' place with him and pay a visit. I did some figuring for George Meyers but I do not remember having copied the items off on a piece of paper. I know that account was made that night. I did not take much interest in the case that day we

were in your office and so do not recall what was said or how long we were down there. We were in your office from 5 to 15 minutes. We discussed this same account. I remember what the business was, but not what the words were.

Whereupon Defendant's Exhibit No. 1 received in evidence and marked Defendant's Exhibit No. 3, as follows: [96]

**Defendant's Exhibit No. 3—Answer to Amended and Supplemental Complaint, in George vs. Meyers, in Commissioner's Court.**

*In the United States Commissioner's Court for the District of Alaska, Juneau Precinct.*

MICHAEL GEORGE,

Plaintiff,

vs.

GEORGE MEYERS,

Defendant.

Comes now the above-named defendant and answering what is termed "Amended and Supplemental Complaint" of plaintiff herein, denies and alleges as follows, namely:

I.

Defendant admits the allegations contained in paragraph one of said Amended and Supplemental Complaint.

II.

Defendant denies each and every allegation contained in paragraph two of the said Amended and Supplemental Complaint.

## III.

Answering paragraphs three and four of said Amended and Supplemental Complaint, defendant admits that the plaintiff paid for a bill of goods bought by defendant from Elias George & Brothers for the amount of **THREE HUNDRED SIXTY-FOUR DOLLARS and FORTY-SEVEN CENTS** (\$364.47), but avers that said amount was included as part of the consideration to be paid and performed by the plaintiff for his interest in the copartnership of George Meyers & Company.

## IV.

Answering paragraph five of said Amended and Supplemental Complaint, defendant admits the allegations in said paragraph contained.

Dft. Exhibit No. 3. Received in evidence Dec. 9, 1915. In cause No. 1277-A. J. W. Bell, Clerk.  
[97]

## V.

Answering paragraph six of said Amended and Supplemental Complaint, defendant admits that there was a full and complete dissolution of the mercantile business theretofore conducted under the firm name of **GEORGE MEYERS & COMPANY**, and a complete accounting and settlement was then and there had of the partnership affairs, and any and all moneys paid into said partnership affairs, and any and all moneys paid into said partnership by either the plaintiff or defendant were then and there accounted for, adjusted and settled; admits that the plaintiff was to take the stock of merchandise for which he received a Bill of Sale; admits that plaintiff

executed a deed to defendant for the store property but denies that the plaintiff had any interest in said store property to convey or that said store property was in any manner or at all considered in the settlement or dissolution of said partnership, other than that the plaintiff was allowed a certain amount, to wit: about the sum of TWO HUNDRED AND FIFTY DOLLARS (\$250.00) for his services in helping to erect an addition to said store property, said store property at all times mentioned in the Amended and Supplemental Complaint and long prior thereto being the absolute property of the defendant; admits that the plaintiff and the defendant should contribute equally toward the payment of all bills owing by the firm; admits that defendant was to receive all accounts due said firm, but denies that he agreed and promised to pay to plaintiff the sum of FORTY DOLLARS (\$40.00) for his interest in the bills and accounts owing to said firm or any other sum; and avers that under a Bill of Sale, dated the 21st day of December, 1911, given by George Meyers, the defendant herein, to Michael George, the plaintiff herein, as part of the consideration for the execution of said Bill of Sale by said George Meyers to the [98] said Michael George, the said Michael George covenanted and agreed that the said George Meyers should collect all bills due and owing to the said firm of GEORGE MEYERS & COMPANY. Denies each and every other allegation in said paragraph six in said Amended and Supplemental Complaint contained.

## VI.

Denies each and every allegation contained in paragraphs seven and eight of said Amended and Supplemental Complaint.

## VII.

Answering paragraph nine of said Amended and Supplemental Complaint, defendant denies each and every allegation in said paragraph contained; denies that there is due the plaintiff the sum of FIVE HUNDRED SEVENTY-ONE DOLLARS and THIRTY-SEVEN CENTS (\$571.37), or any other sum or sums whatsoever.

AND FOR AN AFFIRMATIVE DEFENSE TO THE ALLEGATIONS CONTAINED IN SAID AMENDED AND SUPPLEMENTAL COMPLAINT, DEFENDANT ALLEGES:

## I.

That on or about the 21st day of December, A. D. 1911, the partnership which had theretofore existed between the plaintiff and defendant and which said partnership was designated and known under the firm name and style of GEORGE MEYERS & COMPANY, was by said plaintiff and defendant herein mutually dissolved, and at the time of such dissolution, all the bills, accounts, choses in action and any and all differences between defendant and plaintiff were taken into consideration and were fully settled, paid and satisfied and formed the basis of such dissolution of said partnership between said plaintiff and defendant; and any and all claims which either party, the plaintiff or defendant, may have had against the other, were fully settled, paid and satis-

fied in full by reason of said absolute dissolution of said partnership. [99]

WHEREFORE, defendant prays that the plaintiff go hence without relief and that defendant have his costs and disbursements herein.

WINN & BURTON,  
Attorneys for Defendant. [100]

United States of America,  
District of Alaska,—ss.

Before me, the subscriber, personally appeared George Meyer, who being first duly sworn on oath deposes and says I am the defendant in the foregoing entitled cause; that I have heard read the answer to the amended and supplemental complaint herein; know the contents thereof, and verily believe the same to be true.

GEO. MEYERS.

Subscribed and sworn to before me this 22 day of December, 1912.

(Notarial Seal) NEWARK L. BURTON,  
Notary Public for Alaska.

[101]

**Testimony of L. Anderson, for Plaintiff (In Rebuttal).**

Whereupon to further prove her case, plaintiff called in rebuttal the witness L. ANDERSON, who, being first duly sworn, testified as follows:

**Direct Examination.**

(Questions Propounded by Mr. CHENEY.)

My name is Leander Anderson. I have lived in Alaska since the 1st of April, '98. I know George Meyers and his wife and Mike George. I lived near them on the beach, about 600 feet. I am 67 years

(Testimony of L. Anderson.)

old. I follow carpentering. I remember seeing the fire one Sunday morning which burned the upper part of George Meyer's store and also his two children.

And thereupon the following proceedings took place in said testimony:

"Q. Did you ever put an addition on to George Meyers' store building?" "A. Yes."

"Mr. ROBERTSON.—We object to that as immaterial, may it please the Court."

"The COURT.—I suppose he is trying to fix a date."

"Mr. CHENEY.—Yes, that is in rebuttal of Mike George's testimony that there was no room to sleep in and that he had to sleep on the counter.

To which defendant excepts, and an exception was allowed.

And thereupon witness testified further as follows: I did some work on George Meyers' store on the side towards Treadwell, the side on the south. There was a building standing close to this one and I connected the two and made it into one building. I did this work for Mr. Meyers. Mr. Meyers and Mike George were in business together at that time. I did this work before the fire, sometime in the early part of the summer. I don't remember the exact date, it was warm weather. There was a bedroom in the [102] building which we attached on to the store building. It was a two room house, an old house; one room we fixed up as a great big bedroom, with a bed and stove in it, and Mike George slept in there—he said he was sleeping in there. This was before the fire and it was warm weather. I filled in be-

(Testimony of L. Anderson.)

tween; one wall alongside this wall and another one alongside the railroad tract. I put a hole into the wall into the old store so that they could go in between the two, and the partition I put in connected the store too. I also put in a door. I understood it to be a regular bedroom, it looked like it.

Cross-examination.

(Questions Propounded by Mr. ROBERTSON.)

I did this work in the summer before the fire.  
[103]

**Testimony of George Meyers, for Plaintiff (In  
Rebuttal).**

Whereupon, to further prove her case, plaintiff called in rebuttal the witness, GEORGE MEYERS, who being first duly sworn, testified as follows:

On Direct Examination.

(Questions Propounded by Mr. CHENEY.)

The fire at our store occurred on September 18, 1910. I marked it down in the house as I wanted to know the time when the children are dead. Mr. Anderson had fixed up the house before this time, before the children were burned, several months before. He fixed the old house and joined together two rooms, one room close to the house that he fixed, and I have a house on this side, and I have joined together two rooms that we bought from O'Connor, and what he fixed, Mr. Anderson, was right in the middle between the joining of my store, on this side two rooms. When he got it fixed there were two rooms on the south side of the store. I had it fixed for a bedroom, papered all over, nice bed, table. Mike occupied this as a bedroom, and we lived up-

(Testimony of George Meyers.)

stairs but he ate with us. After the fire we moved across the street from the store, we bought a house from Mr. O'Connor, one story and a half, and we lived downstairs; we rent upstairs, and Mike ate with us. From the time that Mike and I started in business together in October, 1909, Mike took his meals upstairs with us and also slept upstairs for three or four months until we get the room fixed up downstairs. The time of the fire I come back from Seattle because we have everything all mixed up; we all sleep in Mike's room for a while until we have another room fixed up across the street. As soon as the room across the street was fixed we moved over there and Mike took his meals with us.

And thereupon the following proceeding took place in said testimony: [104]

“Q. Now, George, Mr. Jake Saloum has testified in this case—you didn't hear his testimony?”

“A. No, I was outside.”

“Q. He has testified that he came down to your store about a year ago with his brother, Louis, and that you and Mrs. Meyers were there, and Antone Meyers and himself and Louis Saloum—that you were all there in the store—and that you said you wanted to fix up an account against George in a book, and that you went out and got a book in the other room, and came back, and somebody said that was too new a book, that you better put it in the other book, and you went out and got an older book—this book (referring to exhibit “A” and “B”)—and that you wrote down in that book those items that appear there?”

“Judge GUNNISON.—Now, if the Court please,

(Testimony of George Meyers.)

we object to this method of examination of witness, the recital of all the testimony of some other witness, also as leading and suggestive, and I apprehend multifarious; it does not seem to me that is the proper way to examine a witness."

"The COURT.—No, it is not the way to examine the witness; the way to examine him is not to prefix it by what has been said before—ask the witness—direct his attention to such a time, and ask him what happened on that occasion."

"Q. Now, George, I will ask you if it is true that you did, down there in your store, take a book out of the other part of the store—this book here—and bring it in there, and in the presence of those persons I have mentioned, and write down the accounts that appear in this book in your Syrian language, this that you have sworn to before—I will ask you if that is true?" "A. Is true?"

"Q. Yes." "A. One day— [105]

"Mr. ROBERTSON.—We ask for an answer of that yes or no."

"The COURT.—Answer the question—state whether it is true or not."

"A. It was Sunday; Sunday we go to the show; there was no place to go, and we go to the show, me and my wife and my brother—".

"Judge GUNNISON.—We object to this and move it be stricken as not responsive to the question."

"The COURT.—Ask him the question."

"The WITNESS.—That is the time it was."

"The COURT.—Now, you asked the witness whether or not that happened and he said no, it didn't

(Testimony of George Meyers.)

happen. Now, you ask him what did happen, and direct his attention to the time Jake Saloum came down there."

"Q. Tell the jury in your own way whether Jake Saloum came down there to your place, and, if he did, what happened?"

"Judge GUNNISON.—We object to that question on the ground that it is indefinite—if Jake Saloum came down there to your place and what happened."

"The COURT.—Fix the time."

"Q. I will fix it as near as Jake Saloum fixed it. When Jake Saloum says he came down there about a year ago to your place of business, tell this jury what happened."

"A. That night the show, and we go down there together, me and my wife and my brother, and we meet Louis Saloum and his brother, and we go together; there is a sidewalk running from the sawmill to my store, and another sidewalk going to Louis Saloum's, to his house and store, "Mr. Saloum, will you please come down?" and I say to Mr. Jake Saloum, "Will you please come down to my house?" And he say, "All right," because every Sunday we go down to his house, and Louis say his brother come down too. Me, my brother and my wife, and all go down to my house, and we sit down, and we have a fire and I told Jake Saloum, because he read a little [106] English, I told him, "Jake, will you please transfer this book for me from this language to English?" He say, "Yes, sure." We were all sitting down there, me and my wife and my brother and Louis Saloum and his brother in one room. I say, "All right, I go down for the book," and he

(Testimony of George Meyers.)

fixed his paper, and he told me, "All right, I fix it for you." I went down and showed it to Mr. Cheney, and I explained to Mr. Cheney about this book. He said all right, and he copied the piece of paper and he wrote it in English. After one day or two days we go down, me and Jake and his brother—"

"Judge GUNNISON.—We object to this as not responsive to the question. He asked what happened on that night, and now he is about to relate something which he says happened two or three days afterward."

"The COURT.—Just answer the question of what happened on that night in the presence of those people."

And thereupon said witness testified further as follows:

I did not say anything to Jake Saloum that night about fixing up a job on Mike George. I have had the book for a long time and used to mark down when something was paid. Mike knows the book also.

And thereupon the following proceeding took place in said testimony:

"Q. When you requested Jake to do that, did he do it?"

"Judge GUNNISON.—I object to that as incompetent, irrelevant and immaterial, and not rebuttal."

"The COURT.—I don't know, he may testify to what happened on that occasion."

"Q. Did Jake Saloum write that at that time on a piece of paper, in English?"

"A. Yes, he write it, and fetched it to you at that time when he talked to you, and he remembers it too."

(Testimony of George Meyers.)

“Q. Did you, while Mr. Saloum was there, and your wife and your brother and Louis Saloum, go out in the other room, [107] the storeroom, and get a book and bring it in there to that room where you all were, and did anyone say that was too new, if you were going to put up this job you better get an older book?”

“Judge GUNNISON.—I object to that as incompetent, irrelevant and immaterial, not rebuttal; it is leading, suggestive, and there is no foundation laid for any impeaching question.”

“The COURT.—The only possible objection to the question is that it is leading, and that is not a very good objection because it is redirect examination. You can direct the person’s attention to some specific thing and ask him if he said so and so or did so and so—objection overruled.”

“Judge GUNNISON.—Exception.

To which defendant excepts and an exception was allowed.

“Q. You may state.”

“A. What was the question?”

“Q. When you were there in the room did you go out in the storeroom and get a book, a new book—some kind of a book—and bring it in there, and did someone say that that was too new to write this stuff in, and that you had better get an older book, and then did you go out and get this older book and bring it in and write this in it?”

“Judge GUNNISON.—I object to that as multifarious.”

“The COURT.—The trouble with the question is simply this, that it contains a whole lot of things in

(Testimony of Mrs. George Meyers.)

one question. You ask a dozen questions all coupled together, and say is that so; he can say no, that is not so, but he might mean by that that there is some part of it that is not so. Now, if you will segregate your questions, and not put so many questions into one question, this witness can answer intelligently."

"Q. George, did you go out in the store and get a book and bring it back into the room, and then go out and get [108] another book and bring that book into the room?"

"Judge GUNNISON.—The same objection.

"The COURT.—The objection is overruled—answer the question yes or no, did you do it?"

"A. No, I didn't do it; I fetched that book there."

To which defendant excepts and an exception was allowed.

And thereupon said witness testified further as follows:

That is the only book I brought in and no one said that it was too new and that I had better put the stuff in an old book. Jake Saloum did not say in our presence, "You may know more about law than I do." George Maloof never run a laundry in my store.

And thereupon the following proceeding took place in said testimony:

"Q. If Maloof had run a laundry in your store, or in those rooms, and washed clothes for people for five months, you would know it, wouldn't you?"

"Judge GUNNISON.—We object to that as incompetent, irrelevant and immaterial, suggestive, *argumentative*, and self obvious."

"The COURT.—Objection overruled."

"A. No, sir; he didn't have no laundry."

(Testimony of Mrs. George Meyers.)

To which defendant excepts and an exception was allowed.

And thereupon said witness testified further as follows:

Mrs. Meyers was present at the time that Mike loaned the \$200.00, and I endorsed the check over to her.

No cross-examination. [109]

**Testimony of Louis Saloum, for Plaintiff (In Rebuttal).**

Whereupon to further prove her case plaintiff called in rebuttal the witness, Louis Saloum, who being first duly sworn, testified as follows:

Direct Examination.

(Questions Propounded by Mr. CHENEY.)

“Q. Louis, I will ask if you remember an occasion when something like a year ago Jake Saloum came down to George Meyers’ store and there was some talk about some account against Mike George?”

“A. Yes.”

“Q. I will ask you to state to the jury what happened there at that time—just state to the jury what took place there at that time.”

“A. One Sunday night we were at the moving picture show, me and my brother, and Mr. Meyers and his wife and his brother.”

And thereupon said witness testified further as follows:

When we came out of the show George Meyers asked us to come down to his house for an hour or so and he said, “I was up to the lawyer’s office and put my book of account against Mike George, so the lawyer tell me he cannot understand our language,

(Testimony of Louis Saloum.)

and I cannot explain very good myself, so will you kindly transfer that from our language to English?" So Jake transferred this and a couple of days afterwards we came to Juneau to see Mr. Cheney.

And thereupon the following proceedings took place in said testimony:

"Q. Did you hear George Meyers say in the presence of yourself and Mrs. Meyers, Antone and Jake Saloum, your brother, that he was going to put up a job on Mike, and fix up some accounts in that book?"

[110]

"Judge GUNNISON.—We object to that as incompetent, irrelevant and immaterial, not the language of the witness, Jake Saloum, and as in no way an impeachment of the statement of Saloum."

"The COURT.—Oh, well, it may not be the exact, identical language, but it is the same in substance, as his testimony, so he may ask him if any such thing as that happened—answer the question."

To which defendant excepts and an exception was allowed.

And thereupon said witness testified further as follows:

I did not see anybody write in the book that night. He read it to Jake and he wrote it in English. I came to Douglas about 5 years ago, near May, 1910. George Maloof did not to my knowledge ever run a laundry in George Meyers store after I came here in 1910 up to the time that Mike and George dissolved partnership. George Meyers can read and write in his own language a little.

No cross-examination. [111]

**Testimony of Antone Meyers, for Plaintiff (In Rebuttal).**

Whereupon to further prove her case plaintiff called in rebuttal the witness, ANTONE MEYERS, who being first duly sworn, testified as follows:

My name is Antone Meyers and I am a brother of George Meyers. I have been in this country for about 18 or 19 years and have been engaged in the mercantile business practically all of the time. I went back to the old country for a couple of years. I ran a store in Hoonah and Douglas and Juneau. I have been away for a number of years until about a year ago.

And thereupon the following proceedings took place:

“Q. Now, do you recall an occasion about a year ago when Jake Saloum came down to George Meyers’ store in Douglas, in the evening, and when you and Mrs. Meyers and George Meyers and Louis Saloum were there, and Jake Saloum, there was some talk about an account between George Meyers and Mike George, about some rent for his half of the store and the account of Mrs. Meyers’ board and so forth—that she had—do you remember that occasion when Louis and Jake were down there?”     “*A. Yes, sir.*”

“Q. I will ask you, Antone, if at that time George Meyers took this book and wrote an account in it against Mike George?”     “*A. Why—*

“Q. This book here (exhibiting Plaintiff’s Exhibit ‘A’ and ‘B’)—I will ask you what took place there?”

“The COURT.—If you want to rebut Jake Saloum by this witness, ask this witness whether, in his pres-

(Testimony of Antone Meyers.)

ence, at any time, any such thing as that happened."

"Q. At any time, Antone, when you were present, and the parties I have mentioned were present, that is, George Meyers, Mrs. Meyers, Jake Saloum and Louis Saloum, did you hear [112] George Meyers say that he was going to put up a job on Mike George, and that he took that book and wrote down some accounts in it against Mike George?"

"A. Not that I know of."

"Q. Do you remember when Jake Saloum was there on the occasion I have referred to, about a year ago, when you five people were there—do you remember George going out into the store and getting a book and bringing it in, and you or somebody else saying, 'That is too new a book, better get an older book?'"

And thereupon said witness testified further as follows:

We were at the show on Sunday night and when we came out we saw Jake Saloum coming out and my brother, George Meyers, said no one of us could write English and Jake could write English—"I have a few words there between me and Mike and I like him to take off, "so we called Jake and took him down to our house, and he said all right. We come out, and we all walked right into my brother's house. Of course, I was living there myself. Well, he asked Jake to write a few words for him, and he said all right, so George, he went back to the store, the little office, and got the book, and he told him to write it for him in English. Well, he says, all right,

(Testimony of Antone Meyers.)

so George, he was reading to him, and Jake, he was writing down on a sheet of paper—that is just as much as was done. I did not hear any conversation between George Meyers and Jake or Louis Saloum about putting up a job on Mike. I was there all of the time until they went out. Jack Saloum wrote it down as George read it to him from the book. George said he wanted to take it to an attorney.

No cross-examination.

[113]

**Testimony of Mrs. George Meyers, in Her Own Behalf (Recalled).**

Whereupon, plaintiff in further proof of her case, called the witness Mrs. GEORGE MEYERS, the plaintiff, who being first duly sworn, testified as follows:

Direct Examination.

(Questions Propounded by Mr. CHENEY.)

That is my signature on the back of the check, my endorsement. I heard what Mike George testified here in the courtroom. I heard him tell that he loaned me fifty dollars, one hundred and fifty dollars and one hundred and seventy-five dollars, also about the two hundred dollars. I never borrowed \$50.00 from Mike George in the summer of 1912 nor at any time. I never borrowed \$150.00 from him in January of this year. I did not go to his store for about five minutes and tell Maloof that I wanted \$150.00, and then Mike gave it to Maloof and Maloof gave it to me. I never went to the store two or three days after this and asked for \$175.00. None of this story

(Testimony of Mrs. George Meyers.)

is true. I asked him for that \$200.00, and he say, "Go up to Hubbard's and we make a note; I give you \$200.00." I thought my husband will give me a little more to go down below to make operation, but my husband he didn't have money enough that time, to give me more than \$200.00; that is, we didn't have enough money to go down below, and I had an operation with Dr. De Vighne with that \$200.00; my husband give me that, and I got some money myself in the bank. I got the money on the check for \$200.00. My husband, he tell him, "For that we give you note, give you paper." When I asked Mike for the money he said he couldn't give the money without a note. I got the money and my husband gave him a note. At that time I asked Mike for the money he owed me and he said, "Yes, all right—you make operation now, and after you get better, we will see after that," and that is all. "That \$200.00 I borrowed to you, you are sick now, after while we will see; maybe I [114] pay you; I ain't got enough money now." I told my husband and we go to the office of Mr. Hubbard and Mr. Hubbard make the note and my husband sign it and my husband give the check to me, and I get the money myself. I heard Mike George testify that I did not ask him for the money, but I asked him for it. I heard Mike George swear that George Meyers came to his store and asked him for the \$200.00, and that he and Maloof and George Meyers went to Hubbard's and that I was not there. He was up to my house, and I say, "I am sick, can you give me \$200.00?" "I can-

(Testimony of Mrs. George Meyers.)

not give you \$200.00 without making a note first," and after the note was made Mr. Hubbard gave the check to me. I was going to Juneau; I must go to Treadwell and get my friend, Mrs. Ferrish, lived in Treadwell, to come to Juneau; all the time she come with me to the doctor, I go down to Treadwell and didn't find Mrs. Ferrish that time in the house, and I go to the Treadwell wharf to wait for the ferry, and I see Maloof, he wait for the ferry too; on the wharf in Treadwell, "Hello, Maloof, where you going?" "I go to Juneau looking for work; all the time I don't work." He said, "What are you going to do," and I told him I go to Juneau to see the doctor, and I went to Treadwell to take Mrs. Ferrish with me, but I didn't find her in the house, so go down to the Treadwell dock; and I got on the boat and I sat down and he sat down, Mr. Maloof, and after I sat down I put my hand in the pocket-book to pay my ferry fare, and no find it; my husband gave me \$150.00 to put in the bank; he said, "\$150.00, take that down and put the money in the bank." I put my hand in my pocket and I didn't find that \$150.00, and I told Maloof, "I think I lose my money"; and I told the conductor to stop the ferry, I got to go home. And in my home I find the money, and left it in the bed. I didn't go to Juneau that time, my husband [115] give me the \$150.00 to put in the bank, because I go to Juneau to see the doctor. I told the captain that I had lost the \$150.00 and he stopped at the Douglas wharf. I didn't tell him I had it done up in a handkerchief

(Testimony of Mrs. George Meyers.)

but might be that Maloof did. He said, "Where you put it?" and I say, "I put it in my pocket-book, in my pocket." I got off at Douglas and went right home and when I got inside I found the money home. I didn't go back to Juneau that time, because the bank was closed, I lost the time and I didn't go back that day. I generally put the money in the bank for my husband, and I helped him in the store sometimes.

And whereupon the following proceedings took place:

"Q. Now, Mrs. Meyers, you heard Mike George testify that after sleeping upstairs and eating with you upstairs over the store for three months, he said that was all he ever ate with you?"

"Judge GUNNISON.—That is objected to as not proper rebuttal."

"The COURT.—There has been no question yet, I cannot tell."

"Q. And you heard him say that after about three months he went down in the store and slept in the store on the counter?"

"Judge GUNNISON.—We object to that."

"A. Got that room, and Mike he stayed in it."

To which defendant excepts, and an exception was allowed.

And thereupon said witness testified further as follows:

That was Mike's bedroom and he always slept there [116] and never slept on the counter. My husband had the room all fixed up for him, nice new

(Testimony of Mrs. George Meyers.)

paper and everything, he also furnished the furniture. I took care of the room myself. Mike ate upstairs with us before the fire and after the fire he ate across the street with us. I did Mike's cooking, washing and fixed his room and charged him 50¢ a day or \$15.00 a month, that is what it is worth. He says, "Do that work and I pay you what it is worth." I have had some Indian woman wash dishes for me sometimes, got lots of clothes, and come to help me most of the time. I was in the room when Jake Saloum testified and heard what he said. The night that we were all in the store together, I go, me and my husband, to the show, and my husband's brother, we go the three together to the show—my husband's brother is Antone Meyers. After the show we see Louis Saloum and his brother Jake Saloum, outside, and my husband talk to him, and told him, "Jake, will you please come down home and write a few words in English, so I take it to Mr. Cheney and explain to him, "I cannot write it in English and cannot explain it in English." He say, "All right I go"; and so Jake Saloum, he come down and my husband read the book. "Can you do it?" He say, "All right, if you bring me a piece of paper"; he bring in this paper, and Jake Saloum put it in English, and my husband read it to him to bring to you. Jake Saloum copied the accounts in English on a piece of paper, these accounts were written previous to this time. He never said anything about fixing up a job on Mike George. The first time he bring the book nobody say nothing at

(Testimony of Mrs. George Meyers.)

all; he say, "Bring the book," and Jake Saloum put it in English, and my husband read it to him in my language. No one else wrote in the book but my husband, no one else can write. [117]

And thereupon the following proceedings took place:

"Q. Do you know whether Jake Saloum did bring that over to Juneau afterwards?"

"Judge GUNNISON.—I object to that."

"A. No, sir; he said we go together; together they go, Louis and Jake and my husband."

"Q. When George Meyers asked Jake Saloum to write this out at that time, what did he say he wanted it for?"

"Judge GUNNISON.—We object to that as incompetent, irrelevant and immaterial."

"The COURT.—It is simply asking the witness what was said and what was done on that occasion."

To which defendant excepts, and an exception was allowed.

"A. Because it is in my language and he make it in English to explain to you, because George cannot explain it to you in my language."

And thereupon said witness testified further as follows:

George Meyers stated that the reason he wanted it translated into English was so that he could give it to Mr. Cheney, his lawyer. I have lived in Douglas all the time and raised my family there. I never saw George Maloof running a laundry anywhere.

(Testimony of Mrs. George Meyers.)

And hereupon the following proceedings took place:

“Q. What has he (referring to witness Maloof) been doing the last two or three years?”

“Judge GUNNISON.—I object to that as incompetent, irrelevant and immaterial.”

“The COURT.—If she knows what he has been doing she may state.”

To which defendant excepts, and an exception was allowed. [118]

And thereupon said witness testified further as follows:

Sometimes George Maloof worked for his board, brought up things from the wharf, or worked in the store, or helped Mike George. He worked some of the time in the mines at Treadwell, but I don’t know how long. He is working for Mike George now. At the time my husband and Mike finished partnership, Maloof was staying with Mike and eating with us, but I don’t know where he slept. I know Mrs. Dutchy Martin. She never did any washing for Mike while he was staying at my house. At the time Mrs. Martin married she got sick and went to the Douglas Hospital. Sometimes Mrs. Martin came in the store to buy things and she and Mike had trouble over the price of them. After Mike’s four children came from Pawtucket, Rhode Island, Mrs. Martin and the Indian woman did washing for him. That was after Mike George and George Meyers dissolved partnership.

(No cross-examination.) [119]

**Plaintiff's Exhibit No. 6—Complaint in George vs.  
Meyers in Commissioner's Court.**

Pltffs. Exhibit No. 6. Received in evidence Dec. 8, 1915. In cause No. 1277-A. J. W. Bell, Clerk.

*In the United States Commissioner's Court for the  
District of Alaska, Division No. One, Juneau  
Precinct.*

Case No. —.

MICHAEL GEORGE,

Plaintiff,

vs.

GEORGE MEYERS,

Defendant.

Comes now the above-named plaintiff, complaining of the defendant George Meyers, and for cause of action alleges:

I—That the plaintiff and defendant are both residents of Douglas City, Douglas Island, District of Alaska.

II—That on or about the 1st day of March, 1908, while the plaintiff was a resident of the State of Rhode Island, the plaintiff loaned to defendant the sum of Five Hundred (\$500) Dollars, which sum the defendant agreed to return to plaintiff with interest.

III—That on or about the 25th day of March, 1908, the plaintiff secured the payment of a bill of goods bought by defendant from Elias George & Brothers, for the amount of Three hundred sixty-four & 47/100 (\$364.47) Dollars;

IV—That thereafter and on or about the 10th day

of June, 1908, the plaintiff was compelled to pay to the said Elias George & Brothers, the sum of three hundred sixty-four & 47/100 (\$364.47) Dollars, the amount above referred to for the benefit of defendant.

V—That thereafter the plaintiff came to Douglas City, Alaska, and entered into partnership with defendant under the firm name of George Meyer & Co., on or about the 1st day of November, 1909, the plaintiff furnishing certain and defendant furnishing certain articles of stock, and it was then and there agreed that the plaintiff and defendant should be equal partners.

VI—That thereafter on or about the 21st day of December, 1911, plaintiff and defendant made a partial dissolution of said partnership, and it was then and there agreed that plaintiff [120] should give defendant in consideration for defendant's share in a certain stock of goods, wares and merchandise, credit upon the aforementioned loan and advancement, to the amount of Six hundred twenty-one 97/100 (\$621.97) dollars; it was further agreed that the amount due and owing plaintiff from defendant at that date was two hundred forty-two & 50/100 (\$242.50) dollars, with interest on Eight hundred sixty-four & 47/100 (\$864.47) dollars from the time at which the loan and advancements were made up to the time the plaintiff and defendant entered into the partnership above referred to, with interest on Five hundred (\$500.00) dollars during the existence of said partnership, the interest on Three hundred sixty-four & 47/100 (\$364.47) dol-

lars being considered as plaintiff's share of the rent due and owing to the defendant on account of the firm occupying the defendant's place of business, together with interest on two hundred forty-two & 50/100 (\$242.50) dollars from the time of said partial dissolution, and the above amount is now due and unpaid.

Wherefore, plaintiff prays judgment against the defendant in the amount of Two hundred forty-two & 50/100 (\$242.50) dollars with interest on said amount from and after the 21st day of December, 1911, interest on Eight hundred sixty-four & 94 (\$864.47) dollars at the legal rate from the 10th day of June, 1908, to the 1st day of November, 1909, interest on Five hundred (\$500) Dollars from and after the 1st day of November, 1909, at the legal rate of 8% up to the 21st day of December, 1911, together with his costs and disbursements in this behalf incurred.

(Signed) HELLENTHAL & HELLENTHAL,

Attorneys for Plaintiff. [121]

BE IT FURTHER REMEMBERED that thereafter and on the 9th day of December, 1915, said jury retired to deliberate upon their verdict, and that thereafter and on said day said jury returned into court the following verdict:

*“In the District Court for the District of Alaska,  
Division Number One, at Juneau.*

No. 1277-A.

MRS. GEO. MEYERS,

Plaintiff,

vs.

MICHAEL GEORGE,

Defendant.

VERDICT.

We, the jury in the above-entitled cause find for the plaintiff, and assess the amount of her recovery at \$418.35.

(Signed) FRANKLIN W. BUTTERS,  
Foreman.”

—which said verdict was thereupon received and filed in open court;

To which defendant excepts and exception allowed.

BE IT FURTHER REMEMBERED, that thereafter and within two days of said 9th day of December, 1915, to wit: on the 11th day of December, 1915, defendant duly and regularly filed with the clerk of the above-entitled court his motion for a new trial, accompanied by affidavits, as follows, to wit: [123]

*In the District Court for the District of Alaska,  
Division Number One, at Juneau.*

No. 1277-A.

MRS. GEORGE MEYERS,

Plaintiff,

vs.

MICHAEL GEORGE,

Defendant.

**Motion for New Trial.**

Comes now the above-named defendant by his attorneys Messrs. Gunnison & Robertson, and respectfully moves the Court that the verdict heretofore rendered by the Jury herein may be set aside and a new trial granted, for the reasons and causes hereinafter set forth, all of which have materially affected the substantial rights of this defendant, against whom said verdict was rendered, to wit:

**FIRST:** Irregularity in the proceedings of the adverse party, and particularly her counsel, Z. R. Cheney, by which the defendant was prevented from having a fair trial, said irregularities consisting of the matters and things particularly set forth in the affidavits hereunto annexed, as well as appearing more fully in the shorthand notes of the official reporter in said cause;

**SECOND:** Misconduct of the prevailing party, and her counsel Z. R. Cheney, particularly in the matters and things set forth in the affidavits hereunto annexed and as more fully appears at large

in the record of the evidence of said case taken down by the official reporter therein. [124]

THIRD: Surprise that certain matters arising in the trial of said cause, which ordinary prudence could not have guarded against, as more particularly appears in the affidavits hereunto annexed and more fully appears at large in the records and files of said cause and in the shorthand notes of the evidence of the official reporter.

FOURTH: Newly discovered evidence material for this defendant, which he could not with reasonable diligence have discovered and produced at the trial, as more fully appears by the affidavits hereto annexed, and particularly the affidavit of one Messer-schmidt.

FIFTH: (a) Insufficiency of the evidence to justify the verdict, as fully appears by the record of the evidence taken in shorthand by the official reporter in the whole of the said oral and documentary evidence adduced on the trial hereof, and particularly in the following respects: that the plaintiff failed to prove either of her alleged causes of action by a preponderance of the evidence, but that to the contrary the evidence of the witnesses on behalf of the defendant both in disinterestedness and weight, exceeded the evidence offered by the plaintiff; that the plaintiff on her first cause of action did not prove her case by preponderance of evidence, but to the contrary the evidence offered on her behalf was contradicted by at least three disinterested witnesses; that the plaintiff did not by a preponderance of the evidence establish her second cause of action as alleged in the complaint, but on the contrary there was no evidence offered conforming to the material allegations of the

complaint; that all the plaintiff's evidence went to show that if there ever was an account stated of a balance in favor of George Meyers, from the defendant, that said balance was \$345.00, and not \$390.00 [125] as stated in the complaint; that the defendant established by a preponderance of the evidence his counterclaim against the plaintiff at least for the sums of \$150.00 and \$175.00; that the loans of said sums were not proved by three witnesses, one of them the defendant, and that the only evidence in contradiction thereof was a general denial by the plaintiff; furthermore that there was corroborative testimony of said evidence of the defendant by the disinterested witness, Bothwell, whose testimony must have been entirely disregarded by the jury in order to arrive at their verdict; that said plaintiff offered no evidence that a reasonable value of the said alleged services for the defendant was \$390.00, except her own testimony that it was worth 50¢ a day, and that she was permitted to make said statement without having qualified as to being competent to testify to the reasonable value of said services;

(b) That the said verdict is against the law in all respects and particulars as more fully appears by the records and files in the trial of this case, and more particularly in the following respects to wit; that the plaintiff in one cause of action sued on account stated for \$390.00, whereas as a matter of fact her only evidence is to the effect that there is an account stated for \$345.00; that there is an account stated for \$345.00; that the said plaintiff in her reply admitted having borrowed \$200.00 from the defendant Michael George, but that there is no evidence in the case wherein said plaintiff ever states that she repaid said \$200.00; the only testimony in her behalf in that re-

spect going to the effect that her husband George Meyers, at one time paid back \$200.00 to the defendant; that said verdict is entirely against the law in that plaintiff in no wise proved her case by a preponderance of the evidence [126] and failed to establish that she was entitled to recover any sum from the defendant whatsoever;

SIXTH: Errors in law occurring during the trial and duly excepted to by the defendant, as more fully appears by the records and files herein and particularly in the shorthand notes of the official reporter, and more particularly in the following respects, to wit: Refusal of the Court to permit the defendant to request the witness George Meyers to read from the book, Plaintiff's Exhibit "A" which the said witness had stated he had written in his own handwriting; the swearing of the witness Louis Saloum as an interpreter over the objection of defendant's counsel; refusal of the Court to permit the defendant to cross-examine the witness George Meyers, in the plaintiff's case in chief as to the time that he and the defendant purchased the cabin from Mike O'Connor, and afterwards in the plaintiff's case on rebuttal permitting the plaintiff to go into said case with the witness George Meyers and the witness Leander Anderson; permitting the witness George Meyers to testify that there was a paper made out by one Hensen at the time of the settlement of the property; permitting the witness Louis Saloum, to testify as to the size of the store building; but afterwards refusing to permit the defendant to go into said matters; permitting the plaintiff's counsel to lead the various witnesses of the plaintiff over the objections of the defendant; refusal of the Court to permit the defendant to interrogate the witness, Louis Saloum

as to whether or not the witness George Meyers in a former case in the Commissioner's Court was not asked whether or not the defendant owed him any money; permitting the plaintiff to interrogate the defendant regarding the loss of the lives of the two children of the plaintiff; permitting [127] permitting the plaintiff over the objection of the defendant to ask argumentative questions of the defendant; permitting the plaintiff to ask the defendant as to who got the money on the \$200.00 check; permitting the plaintiff to interrogate the witness George Maloof in regard to a case in which one S. T. Hills is plaintiff, and George Meyers and A. J. Meyers are defendants; permitting the plaintiff to interrogate the witness Maloof as to why the defendant passed the \$150.00 to him, why he, the defendant, did not pass the \$175.00 to him, what he had to do with the loan of \$200.00 from the defendant to the plaintiff's husband, where the witness Maloof slept; as to who was paying for his attendance in court, and as to whether or not the witness Maloof was running a gambling house; striking the answer of the defendant Fannie Williams, when she stated that the defendant Michael George put the money on the counter; permitting the plaintiff to cross-examine the witness Jake Saloum, relative to his having copied an account from the book, Plaintiff's Exhibit "A"; permitting the plaintiff's counsel on her case in rebuttal to state to the various witnesses one question involving matters which the defendant's witness Jake Saloum had testified to in such a manner that they could be answered by categorical answer; permitting the plaintiff to interrogate the witness Louis Saloum, with reference to the witness Jake Saloum having written

out in English the account set up in the book, Plaintiff's Exhibit "A"; permitting the plaintiff to testify regarding the witness Jake Saloum having written out a copy of the account in said book, Plaintiff's Exhibit "A"; permitting plaintiff's counsel to interrogate witness as to what took place in Cheney's office.

[128]

And defendant herein specifically refers to all the objections and exceptions taken by him as more fully appear in the official report taken in shorthand by the court reporter in the trial of said cause.

This motion is based on the records and files herein, and the affidavit hereunto attached, and on the shorthand notes of the official court reporter of said trial, as well as on the exhibits that were received and offered in evidence.

(Signed) GUNNISON & ROBERTSON,  
Attorneys for Defendant.

And thereupon and at the same time defendant duly filed his affidavit in support of his said motion for a new trial as follows:

*In the District Court for the District of Alaska,  
Division Number One, at Juneau.*

No. 1277-A.

MRS. GEORGE MEYERS,

Plaintiff,

vs.

MICHAEL GEORGE,

Defendant.

**Affidavit of R. E. Robertson in Support of Motion  
for New Trial.**

United States of America,  
Territory of Alaska,  
Division Number One,—ss.

R. E. Robertson, being first duly sworn on oath, deposes and says: that he is one of the attorneys for the defendant in the above-entitled matter; that he prepared [129] said cause for trial and the pleadings herein and had the active charge of said case; that he used all reasonable and ordinary prudence in the preparation of said trial, but that he understood from the pleadings that the plaintiff was suing in a second cause of action on a stated account for \$390.00; that he was not prepared to meet the testimony offered by plaintiff that this stated account was \$345.00; and that said evidence constituted a variance between the pleadings which he could not guard against; that on the trial of said cause all the witnesses except Bothwell and Hubbard were Syrians, Indian or Italians; that all of these witnesses spoke very broken English; that the plaintiff's counsel in the trial of said cause time after time in interrogating defendant's witnesses, as well as the defendant, so formed his questions as though certain evidence had been given, whereas as a matter of fact there was no such evidence in the case, and that the defendant was thereby prejudiced in material matters; that in his argument the plaintiff's counsel, Z. R. Cheney, misstated the evidence, among other things, in that he said that the witness Mike George had stated that Mrs. Meyers was not present at the time of the \$200.00 loan to the witness George Meyers, and that

afterwards the defendant's witness Hubbard contradicted the defendant by saying that Mrs. Meyers was present; that in truth and in fact the record of the evidence shows that the witness Michael George stated that Mrs. Meyers was not present in his store when this loan was first spoken of; but that Mrs. Meyers was present at the time of the making of the check and the note in Mr. Hubbard's store; that the said counsel, Z. R. Cheney, likewise in his argument stated that the defendant had read over the complaint at [130] Douglas and had made up a fictitious counterclaim of \$375.00, whereas in truth and in fact there was no evidence that said counterclaim was fictitious, or that the defendant had ever read over said complaint at Douglas; that the said counsel Z. R. Cheney, likewise in his argument stated that the defendant, Michael George, was the foxiest of all Syrians on Douglas Island, whereas, in truth and in fact, there was no evidence in the record of such fact; that the said counsel Z. R. Cheney likewise said in his argument that the defendant had told one Hellenthal certain things set up in a paper, whereas, in truth and in fact there was no evidence to show that the said witness had ever told such facts to said Hellenthal; that all of said facts were prejudicial to the defendant in material matters and effected his substantial rights in the case; that since the trial of said action and the return of the jury's verdict, the defendant and this affiant found a witness, Gustave H. Messerschmidt, who will testify that on at least three or four occasions during the time that the defendant and the plaintiff's husband were in partnership, he, Messerschmidt, saw the defendant preparing, cooking and eating meals in the room in which said defendant was then residing off of the said store in

which said business was conducted; that said evidence is newly discovered, and that it is material for this defendant, and that neither the defendant nor his counsel with reasonable diligence could have discovered or produced the same at the trial; that this information was volunteered to the defendant after the return of the verdict, and that it was not until the defendant's mind was refreshed by said Messerschmidt that he recalled that said Messerschmidt could so testify.

Further deponent saith not. [131]

(Signed) R. E. ROBERTSON.

Subscribed and sworn to before me this 11th day of December, 1915.

[Seal] (Signed) ROSE A. STODDARD,  
Notary Public in and for the Territory of Alaska.  
My commission expires Feb. 25, 1918.

And thereupon and at said time defendant duly and regularly filed his motion for further time to file affidavits in support of said motion for a new trial as follows:

*In the District Court for the District of Alaska,  
Division Number One, at Juneau.*

No. 1277-A.

MRS. GEORGE MEYERS,

Plaintiff,

vs.

MICHAEL GEORGE,

Defendant.

**Motion for Further Time to File Affidavits in  
Support of Motion for New Trial.**

Comes now the above-named defendant and re-

spectfully moves the Court that a further reasonable time be granted defendant to prepare and file affidavits in support of his motion for a new trial.

This motion is based on the records and files herein and on the affidavits which will be hereafter filed to be presented in support hereof, which said affidavits the defendant has not had time to prepare and file.

(Signed) **GUNNISON & ROBERTSON,**  
Attorneys for Defendant. [132]

Thereafter on December 13th, 1915, defendant duly and regularly filed his motion requesting permission to file certain affidavits thereto attached, which said motion is as follows:

*In the District Court for the District of Alaska,  
Division Number One, at Juneau.*

No. 1277-A.

MRS. GEORGE MEYERS,

Plaintiff,

vs.

MICHAEL GEORGE,

Defendant.

**Motion of Defendant for Permission to File  
Affidavit.**

Comes now the defendant and respectfully moves the Court for permission to file the hereto attached affidavits of Andro Martin, Gustave H. Messerschmidt, Julius A. Johnson and Royal A. Gunnison, in support of his motion for a new trial herein.

This motion is based upon the records and files of the above-entitled case and upon the affidavit of R. E. Robertson, hereunto attached, which said affidavit is

also made in support of said motion for further time.

(Signed) GUNNISON & ROBERTSON,  
Attorneys for Defendant. [133]

*In the District Court for the District of Alaska,  
Division Number One, at Juneau.*

No. 1277-A.

MRS. GEORGE MEYERS,

Plaintiff,

vs.

MICHAEL GEORGE,

Defendant.

**Affidavit of R. E. Robertson, in Support of Motion  
for New Trial.**

United States of America,  
Territory of Alaska,  
Division Number One,—ss.

R. E. Robertson, being first duly sworn on oath, deposes and says: That he is one of the attorneys for the defendant in the above-entitled action; that heretofore on December 11th, 1915, he caused to be filed in this court in said action a motion for a new trial and a motion for further time to file affidavits in support of said motion for a new trial; that he served true and correct copies of both of said motions upon the plaintiff, by leaving said copies at the law offices of Cheney & Zeigler, attorneys for plaintiff, at about 6:00 o'clock P. M. of said December 11, 1915; that this affiant and his law partner were both actively engaged in the trial of said cause on the 7th, 8th and 9th days of December, 1915; that verdict was

brought in by the jury at about 9:30 P. M. on December 9, 1915; that the defendant resides at Douglas, Alaska, and that there was no opportunity for affiant or his said law partner to consult the defendant until the next day; that on Friday, December 10, 1915, affiant was obliged to attend a meeting of the creditors of the Alaska Lumber and Box Company, wherein he represented large claims, [134] and that he was unable to consult with the said defendant until the afternoon of that day; and that the defendant is a Syrian and speaks very broken English; that neither affiant nor his said law partner can speak the Syrian language; that after going into the matter with said defendant, affiant immediately gave an order to Mrs. L. A. Green, the official court reporter, requesting her to get out as quickly as possible the objections, exceptions and other portions of the transactions taking place at the trial of said cause; that he was unable to obtain said portion of the record until about 1:30 P. M., on December 11, 1915; that on the afternoon of December 10, 1915, affiant, after a consultation with said Messerschmidt, prepared the attached affidavit of said Gustave H. Messerschmidt; that on December 11, 1915, he used the utmost diligence to find said Messerschmidt, at his place of business and other places in the City of Juneau; but that he was unable to do so, and was therefore not able to get the signature of said Messerschmidt to the affidavit until this date; that affiant was unable to prepare the affidavit of Andro Martin until this date, by reason of the fact that said Andro Martin resides at the lower end of Douglas Island, and there was

no way of communicating with him until his coming to Douglas yesterday, December 12, 1915, and coming to Juneau to-day; that the testimony of both Andro Martin and Julius A. Johnson is newly discovered evidence, and that affiant was not able after due diligence to produce the same on the trial, because of the particular reason that his said client, the defendant, speaks very [135] broken English, and although this affiant to the utmost of his ability endeavored to go into the matter thoroughly in the preparation of trial, he had no opportunity to personally consult said Martin and Johnson until this date;

That affiant has hereinbefore stated that he filed a motion for a new trial, but that with all due diligence he was unable to file the same until about 5:00 o'clock on December 11, 1915, and that he was not able to prepare any affidavit except his own by that time; that he filed a motion for further time in which to file the affidavits in support of said motion for a new trial, but that he did not have time or opportunity to prepare affidavits at that time in support of said matter for further time; that at this time he makes this affidavit in support of his said motion for further time and presents the attached affidavits which since the filing of the aforementioned two motions, he has caused to be prepared and signed.

Further affiant saith not.

(Signed) R. E. ROBERTSON.

Subscribed and sworn to before me this 13th day of December, 1915.

[Seal] (Signed) ROSE A. STODDARD,  
Notary Public in and for the Territory of Alaska.

My commission expires Feb. 25, 1918. [136]

And which said motion was on December 16, 1915, duly allowed by the Court and the affidavits of Andro Martin, Gustave H. Messerschmidt, Julius A. Johnson and Royal A. Gunnison were received and filed in support of said motion for a new trial as follows:

*In the District Court for the District of Alaska,  
Division Number One, at Juneau.*

No. 1277-A.

MRS. GEORGE MEYERS,

Plaintiff,

vs.

MICHAEL GEORGE,

Defendant.

**Affidavit of Julius A. Johnson in Support of Motion  
for New Trial.**

United States of America,  
Territory of Alaska,  
Division Number One,—ss.

Julius A. Johnson, being first duly sworn, on oath deposes and says: That he resides at Douglas, Alaska; that he knows Michael George, Mrs. George Meyers, and George Meyers; that if he is called as a witness in the above-entitled case he will testify that he came to Douglas in July, 1910; that he is the hus-

band of Sarah Johnson; that he has known Michael George ever since he came to Douglas; that at said time George was living in a room off of the store where the partnership business of Meyers and George was conducted; that Meyers and his family lived across the sidewalk; that after he came to Douglas and during the time that Meyers and George were in partnership, he placed and built a concrete [137] chimney in the room off of said store, in which said Michael George was then living; that he was in said room on numerous occasions; that there was a small cooking range in said room; that he saw Michael George preparing, eating and cooking meals and food in said room on several occasions; that he saw during said period Michael George buying meat at the butcher shops; that on one occasion he purchased, at Michael George's request, meat for said Michael George; that affiant is a Scandinavian by birth; and a citizen of the United States; that his wife Sarah Johnson, did washing for Michael George for a period of something over two years, commencing about a week after their coming to Douglas in July 1910; that affiant on several occasions took clothes of Michael George away from his place of business during the time that he and George Meyers were in partnership to affiant's home for the purpose of his wife to wash them; further affiant saith not.

(Signed) JULIUS A. JOHNSON.

Subscribed and sworn to before me this 13 day of December, 1915.

[Seal] (Signed) R. E. ROBERTSON,  
Notary Public in and for the Territory of Alaska.

My commission expires June 19, 1917. [138]

*In the District Court for the District of Alaska,  
Division Number One, at Juneau.*

No. 1277-A.

MRS. GEORGE MEYERS,

Plaintiff,

vs.

MICHAEL GEORGE,

Defendant.

**Affidavit of Royal A. Gunnison in Support of  
Motion for New Trial.**

United States of America,  
Territory of Alaska,  
Division Number One,—ss.

Royal A. Gunnison, being first duly sworn on oath, deposes and says: That he is a member of the law firm of Gunnison & Robertson, composed of Ralph E. Robertson and himself; that said firm were the attorneys of record for Michael George the above-named defendant in the above-entitled cause, in the District Court, and conducted the trial of said case for the defendant in said court on the 7th, 8th and 9th of December, 1915.

Deponent further says that he was present during all of said trial and participated therein; that de-

ponent makes this affidavit in support of the motion for a new trial thereof, the jury in said cause having returned a verdict for plaintiff against the defendant; that the substantial rights of the defendant herein were materially and prejudicially affected and defendant was prevented from having a fair and impartial trial of his cause by reason of the irregularities and misconduct on account of the senior counsel for plaintiff, the adverse and prevailing party, and of the plaintiff and plaintiff's witnesses herein during the trial of this cause in this court.

Deponent further says that the irregularities and misconduct consisted, among other things, of a course of conduct on the part of said senior counsel for plaintiff which was carried out through the entire trial of the case as shown by the reporter's record, of stating to each of plaintiff's witnesses as the same came on the stand for the first time, what purported [139] to be the evidence of preceding witnesses in order to inform said witnesses for plaintiff who had been excluded from the courtroom under the rule of the court, what had transpired therein during the examination of other witnesses; that said senior counsel throughout the entire trial, particularly on the cross-examination of defendant's witnesses, made statements of what purported to be the testimony of these witnesses and others which were, as shown by the record in the case, not correct statements thereof the purpose of which was to mislead and confuse the said witnesses then undergoing examination; that all of the witnesses for defendant save two, spoke broken English and were unable to understand ex-

cept with great difficulty the questions propounded to them or to make themselves understood; that said acts of said senior counsel for the prevailing party were made over the objection of defendant's counsel and after the Court had repeatedly ruled thereon and directed said counsel for plaintiff to refrain from making statements of that kind; that these statements of counsel purporting to be the evidence in the case were not only misleading to witnesses, but had the effect of confusing them, and to confuse the evidence in the minds of the jury.

Deponent further says that this conduct as set forth continued throughout the entire trial as the same appears from the records of the case, but that deponent has not before him a copy of the records, consequently is unable to point out specific instances, but refers to the records in the case as taken by the stenographer in support thereof.

Deponent further says that the said senior counsel by questions and by statements made to witnesses in the presence and in the hearing of the jury referred to the death of two children of the plaintiff in a fire which occurred over the store in controversy; the said matter as to the death of the children was not material to any of the issues in the cause, but was highly prejudicial to the defendant in that it tended to, [140] and deponent verily believes, did arouse the sympathy of the jury with the plaintiff in the case to the extent that the jury failed to consider the evidence of the defendant and the defendant's witnesses in the case, or to give the defendant a fair and impartial trial, but returned a verdict for the

plaintiff which deponent verily believes to be against the evidence and the law in the case; that said plaintiff and the plaintiff's witnesses during the course of the trial, on the witness-stand continued to testify and counsel continued to propound questions after the counsel for defendant endeavored to interpose objections and after the Court had ruled thereon, and repeatedly continued to testify in answer to questions and to give testimony neither competent, material or relevant in the cause, after the Court had ruled thereon adversely to the plaintiff, the effect being that the statements of the witnesses were received by the jury regardless of the ruling of the Court therein.

(Signed) ROYAL A. GUNNISON.

Subscribed and sworn to before me this 13th day of December, 1915.

[Seal] (Signed) ROSE A. STODDARD,  
Notary Public in and for the Territory of Alaska.

My commission expires Feb. 25, 1918.

*In the District Court for the District of Alaska,  
Division Number One, at Juneau.*

No. 1277-A.

MRS. GEORGE MEYERS,

Plaintiff,

vs.

MICHAEL GEORGE,

Defendant.

**Affidavit of Gustav H. Messerschmidt in Support  
of Motion for New Trial.**

United States of America,  
Territory of Alaska,  
Division Number One,—ss.

Gustav H. Messerschmidt, being first duly sworn on oath, deposes and says: that he is a citizen of the United States, and a resident of the territory of Alaska; that he is well acquainted with Michael George, Mrs. George Meyers and George Myers; and that he has known those persons for several [141] years; that if he is called as a witness in the above-entitled matter he will testify that he knew George Meyers and Michael George during the time they were in partnership at Douglas, Alaska; and that during said time, and while said Michael George was living in the room off of the store in which said partnership business was conducted by said Meyers and George, he on at least three or four occasions saw Michael George preparing, cooking and eating meals in the room in which said Michael George was then residing off of the said store. Further deponent saith not.

(Signed) G. H. MESSERSCHMIDT.

Subscribed and sworn to before me this 13th day of December, 1915.

[Seal] (Signed) R. E. ROBERTSON,  
Notary Public for Alaska.

My commission expires June 19, 1917.

*In the District Court for the District of Alaska,  
Division Number One, at Juneau.*

No. 1277-A.

MRS. GEORGE MEYERS,

Plaintiff,

vs.

MICHAEL GEORGE,

Defendant.

**Affidavit of Andro Martin in Support of Motion for  
New Trial.**

United States of America,  
Territory of Alaska,  
Division Number One,—ss.

Andro Martin, being first duly sworn on oath, deposes and says: that he resides on Douglas Island, Alaska; that he knows Michael George, Mrs. George Meyers and George Meyers; that if he is called as a witness in the above-entitled case he will testify that he is a Hungarian by birth, and a citizen of the United States of America; that he has known Michael George ever since the latter first came to Douglas, Alaska; and that he knew George Meyers and his wife prior to that time; that he traded at the store of Meyers and George when they were in partnership; that he knows that during a part of said time Michael George lived in a room off of the store in which said partnership business was conducted; that during said time and while Michael George and George Meyers were in [142] partnership affiant on several occasions saw Michael George coming out

of the said room and that he was engaged in the act of eating; that on at least one occasion during that said time he saw Michael George buying meat at a butcher-shop; that affiant's wife during said time and while Michael George and George Meyers were in partnership did washing for Michael George for some little time; that on at least two occasions during said time affiant carried the clothes of Michael George home to his affiant's wife so that the latter could wash them; that during a portion of the time that George Meyers and Michael George were in partnership George Meyers and his family lived in a building across the sidewalk from said store; that during said period of time, while said George and Meyers were in partnership and while said Meyers and his family lived in said building across the sidewalk, this affiant ate five or six meals with said Meyers in said building, and that Michael George was not present on any of said occasions; that affiant came to Douglas yesterday from his ranch at the end of Douglas Island and the last former occasion he was in Douglas was on Saturday, December 4, 1915. Further affiant saith not.

(Signed) ANDO MARTIN:

Subscribed and sworn to before me this 13 day of December, 1915.

[Seal] (Signed) R. E. ROBERTSON,  
Notary Public in and for the Territory of Alaska.

My commission expires June 19, 1917. [143]

And thereafter and on the — day of December, 1915, plaintiff filed her affidavit as follows:

*In the District Court for the District of Alaska,  
Division Number One, at Juneau.*

CAUSE NUMBER 1277-A.

MRS. GEORGE MEYERS,

Plaintiff,

vs.

MICHAEL GEORGE,

Defendant.

**Affidavit of F. W. Butters et al.**

F. W. Butters, Clark Smith, Carl E. Lund, W. R. Wills, John A. Sloan, J. H. Gilpatrick, Hugo Heidorn, J. T. Stephens, Martin Hansen, H. T. Tripp, Fred H. Smith, R. E. Davis, each being first duly sworn, on oath deposes and says:

I was a member of the trial jury which rendered a verdict in the cause of Mrs. George Meyers vs. Michael George, on the 10th day of December, 1915, for the sum of \$418.35, in favor of the plaintiff; that there were two causes of action the first being for the use of \$317.50 claimed to be due the plaintiff for services rendered defendant for 26 months and the second cause of action being for a claim for rent of the store building, which claim was assigned by George Meyers to the plaintiff; that after mature deliberation the jury agreed to entirely disallow the second cause of action for the rent, and also to disallow defendant's counterclaim for the sum of \$375.00 and to render a verdict for the plaintiff on her first cause of action for services only; that the verdict found by the jury upon the first cause of

action was for the sum of \$317.50, with interest from the 21st day of December, 1911 to the date of the verdict, at the [[144]] rate of 8% per annum; that the verdict so rendered was for the sum of \$418.35, which included \$317.50 together with interest of 8% per annum from the 21st day of December, 1911, to and including the date of the verdict.

(Signed) F. W. BUTTERS, Foreman; CLARK SMITH; CARL E. LUND; W. R. WILLS; JOHN A. SLOAN; J. H. GILPATRICK; HUGO HEIDORN; J. F. STEPHENS; MARTIN HANSEN; H. T. TRIPP; FRED H. SMITH; H. E. DAVIS.

Subscribed and sworn to before me this 20th day of December, 1915.

[Notarial Seal]

(Signed) A. H. ZIEGLER,  
Notary Public for Alaska.

BE IT FURTHER REMEMBERED that thereafter and on the 3d day of January, 1916, argument having been had on said motion for a new trial, the Court rendered its opinion denying said motion, as follows:

*In the District Court for the District of Alaska, Division Number One, at Juneau.*

No. 1277-A.

MRS. GEORGE MEYERS,  
versus

MICHAEL GEORGE.

**Order Re Filing of Opinion Denying Motion for New Trial.**

The Court renders and files its opinion herein, denying the motion of defendant for a new trial. (Minute entry under date Monday, January 3, 1916, entered Court journal L, page 274.)

To which defendant excepts and exception allowed.

**Order Approving, Settling and Allowing Bill of Exceptions.**

The above and foregoing was duly presented to me, the Judge of the above-entitled court, on the 27th day of April, 1916, within the time allowed by law, the rules and practice and orders of this court, and the same having been examined by [145] counsel for the respective parties and by the Court,

NOW, THEREFORE, I, the Judge of the above-entitled court, before whom said cause was tried, do hereby approve, sign, settle and allow the same as a full, true and correct bill of exceptions herein, and do order the same, and the whole thereof, to be filed as and made a part of the record in this cause.

And I do further certify that said bill of exceptions contains all of the evidence, including all the exhibits introduced or offered at the trial and hearing of said cause, and on which the same was heard.

And I do further certify that said bill of exceptions contains true, full and correct copies of

- (a) Defendant's motion to make plaintiff's complaint more definite and certain;

- (b) Defendant's demand for a bill of particulars;
- (c) Plaintiff's bill of particulars;
- (d) Defendant's motion to make plaintiff's bill of particulars more certain and definite;
- (e) Order, under date of July 7, 1915, entered in Court Journal K, page 472;
- (f) Verdict;
- (g) Defendant's motion for new trial;
- (h) Affidavit of R. E. Robertson in support of defendant's motion for new trial;
- (i) Defendant's motion for further time to file affidavits in support of motion for new trial;
- (j) Defendant's motion to file affidavits in support of motion for new trial;
- (k) Affidavit of R. E. Robertson in support of motion for new trial and of motion to file affidavits in support of motion for new trial;
- (l) Affidavits of Johnson, Gunnison, Messerschmidt and Martin in support of motion for new trial; [146]
- (m) Affidavit of Butters, Wills, Heidorn, Tripp, Clark, Smith, Sloan, Stephens, Fred H. Smith, Lund, Gilpatrick, Hansen and Davis, filed by plaintiff in opposition to motion for new trial;
- (n) Minute entry of oral opinion of court on January 3, 1916, denying motion for new trial;

and that all of said proceedings and papers are made a part of the record herein.

Done at Juneau, Alaska, this 27th day of April, 1916, within the time allowed by law, the rules and

practice and the orders of this court.

ROBERT W. JENNINGS,  
Judge of the District Court.

O. K. as to form.

Z. R. CHENEY.

Due service and receipt of a copy of the foregoing bill of exceptions is hereby admitted this 3d day of March, 1916.

A. H. ZIEGLER,  
Of Counsel for Plaintiff.

Filed in the District Court, District of Alaska, First Division. Apr. 27, 1916. J. W. Bell, Clerk. By \_\_\_\_\_, Deputy.

[Endorsed]: No. 1277-A. In the District Court for the District of Alaska, Division No. 1, at Juneau. Mrs. George Meyers, Plaintiff-Defendant in Error, vs. Michael George, Defendant-Plaintiff in Error. Bill of Exceptions. Gunnison & Robertson, Attorneys for Michael George. [147]

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*In the District Court for the District of Alaska,  
Division Number One, at Juneau.*

No. 1277-A.

MRS. GEORGE MEYERS,

Plaintiff,

vs.

MICHAEL GEORGE,

Defendant.

**Petition for Writ of Error and Order Allowing Writ of Error.**

To the Honorable ROBERT W. JENNINGS, Judge of the District Court for the District of Alaska, Division Number One, Greeting:

Now comes the above-named defendant Michael George, by his attorneys, Gunnison & Robertson, and complains that in the records and proceedings had in said cause and by the verdict of the jury therein and also in the rendition of the judgment in the above-entitled cause in the District Court for the District of Alaska, Division Number One, against the said defendant on the 4th day of January, 1916, wherein it is ordered, adjudged and decreed that the above-named plaintiff have and recover from the above-named defendant the sum of \$418.35, with interest thereon at the rate of 8% per annum from December 9, 1915, together with her costs and disbursements, manifest error hath happened to great damage of said defendant, as will and does more fully appear from the assignments of error filed herewith,

WHEREFORE, the defendant prays for the allowance of a writ of error and for an order fixing the amount of bond for a supersedeas in said cause, and for such other orders and process as may cause the said errors to be corrected by the United States Circuit Court of Appeals for the Ninth Circuit, and that upon the giving of such security all further proceedings in this court be suspended and stayed

until the determination [148] of said writ of error by said United States Circuit Court of Appeals.

And your petitioner will ever pray.

GUNNISON & ROBERTSON,

Attorneys for Defendant.

The above and foregoing petition for writ of error is hereby allowed, as prayed, and the bond is hereby fixed at One Thousand Dollars, to be approved by the clerk of the above-entitled court;

And it is further ordered that upon the said defendant's filing a good and sufficient bond herein in said sum, that all proceedings and execution herein be suspended and stayed pending the determination of said writ of error by said Circuit Court of Appeals for the Ninth Circuit.

Done in open court at Juneau, Alaska, this 27th day of April, 1916.

ROBERT W. JENNINGS,

Judge of the District Court.

Entered Court Journal No. M, page 36.

Due service and copy of within Petition admitted this 27th day of April, 1916.

A. H. ZIEGLER,  
Of Counsel for Plaintiff.

Filed in the District Court, District of Alaska, First Division. Apr. 27, 1916. J. W. Bell, Clerk. By \_\_\_\_\_, Deputy.

[Endorsed]: No. 1277-A. In the District Court for the Territory of Alaska, Division No. 1. Mrs. George Meyers, Plaintiff, vs. Michael George, De-

fendant. Gunnison & Robertson, Attorneys for Plaintiff, 101-105 Decker Building, Juneau, Alaska.

[149]

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*In the District Court for the District of Alaska,  
Division Number One, at Juneau.*

No. 1277-A.

MRS. GEORGE MEYERS,

Plaintiff,

vs.

MICHAEL GEORGE,

Defendant.

**Assignment of Errors.**

And now comes Michael George, the above-named defendant, and plaintiff in error, by his attorneys, Gunnison & Robertson, and makes and files this his assignment of errors:

1. The Court erred in making and entering that certain order herein, which order was made and entered on the 7th day of July, 1915, wherein and whereby the Court denied defendant's motion that the plaintiff make her complaint more definite and certain in those certain particulars set forth in defendant's said motion filed on June 15, 1915.

2. The Court erred in making and entering that certain order herein, which order was made and entered on the 7th day of July, 1915, wherein and whereby the Court denied defendant's motion that the plaintiff make her bill of particulars more definite and certain in those certain particulars set

forth in defendant's said motion filed on July 3, 1915.

3. The Court erred in refusing to permit the witness Mrs. George Meyers to answer the question propounded her by defendant's counsel as to how much she paid her husband, George Meyers, for the account for rent which her said husband had against said defendant.

4. The Court erred in refusing to permit the witness Mrs. George Meyers to answer the question propounded her by defendant's counsel, on cross-examination, as to whether or not her husband, George Meyers, had written down in the book, Plaintiff's [150] Exhibits "A" and "B," about the rent which said George Meyers claimed was due him from said defendant.

5. The Court erred in permitting and having the witness Louis Saloum sworn as interpreter of the testimony of the witness George Meyers.

6. The Court erred in permitting the witness Louis Saloum to interpret the testimony of the witness George Meyers.

7. The Court erred in permitting the witness Louis Saloum, while acting as interpreter, to testify as to the contents of the book, Plaintiff's Exhibits "A" and "B."

8. The Court erred in refusing to have the witness Jake Saloum sworn as an interpreter during the testimony of the witness George Meyers.

9. The Court erred in refusing to permit the witness George Meyers, in response to questions pro-

pounded him by defendant's counsel, to read the book, Plaintiff's Exhibit "B."

10. The Court erred in refusing to permit the witness George Meyers to answer the questions propounded him by defendant's counsel as to how much money the defendant had at the time that George Meyers and Michael George went into partnership together.

11. The Court erred in refusing to permit the witness George Meyers to answer the question propounded him by defendant's counsel as to the time that said witness George Meyers and the defendant Michael George bought a cabin from one O'Connor.

12. The Court erred in permitting the witness George Meyers, over defendant's objection, to answer the question propounded him by plaintiff's counsel as to whether or not there were any papers made out at the time that said witness George Meyers and the defendant Michael George went up to one Henson and settled about their property.

13. The Court erred in permitting the witness Louis Saloum, over defendant's objection, to answer the question propounded [151] him by plaintiff's counsel, requesting said witness to state the approximate size of the building in which the witness George Meyers and the defendant Michael George were doing business.

14. The Court erred in refusing to strike witness' answer and in permitting the witness Louis Saloum, over defendant's objection, to testify in response to questions propounded him by plaintiff's counsel as to what was said and done by the defend-

ant Michael George and the witness George Meyers at the time that said defendant and said witness were settling their partnership affairs.

15. The Court erred in permitting the witness Louis Saloum, over defendant's objection, to answer the questions propounded him by plaintiff's counsel as to what Michael George and the witness George Meyers did at the time that said defendant and said witness were settling their partnership affairs.

16. The Court erred in refusing and failing to strike the answer of the witness Louis Saloum, made in response to questions propounded by plaintiff's counsel, wherein said witness in referring to the witness George Meyers and the defendant Michael George stated: "They said some rent for Meyers and some work for Mrs. Meyers; they didn't settle everything there; they settled the goods and part of the property."

17. The Court erred in refusing to permit the witness Louis Saloum to testify, in response to questions propounded him by defendant's counsel, as to whether or not it was true that he did not hear all of the conversation which took place between the defendant Michael George and the witness George Meyers at the time of the settlement of their partnership affairs.

18. The Court erred in permitting the witness Louis Saloum, over defendant's objection, to answer the question propounded him by plaintiff's counsel as to whether or not he did not mean, referring to a conversation between defendant Michael

George and the witness George Meyers, that Michael George and [152] George Meyers agreed that defendant would pay afterwards certain rent to said witness Meyers.

19. The Court erred in refusing to permit the witness Louis Saloum to answer the question propounded him by defendant's counsel as to whether or not on a former occasion upon a trial in the Commissioner's court the witness George Meyers wasn't asked as to whether or not Mike George, defendant herein, owed him, George Meyers, any money.

20. The Court erred in refusing to permit the witness Michael George to testify in response to questions propounded him by his counsel as to the value and size of the building in which said defendant and the witness George Meyers conducted their partnership business.

21. The Court erred in permitting the witness Michael George, over defendant's objection, to answer the question propounded him by plaintiff's counsel as to whether or not the fact that two children of the plaintiff had been burned in a fire didn't make an impression on said witness' mind.

22. The Court erred in permitting the witness Michael George, over defendant's objection, to answer the question propounded him by plaintiff's counsel as to what person cashed the \$200.00 check, Defendant's Exhibit No. One.

23. The Court erred in permitting the witness Michael George, over defendant's objection, to answer the question propounded him by plaintiff's counsel as to whether or not said witness didn't

know at the time he made out the \$200.00 check. Defendant's Exhibit No. One, that the plaintiff went to the bank and got the money for said check.

24. The Court erred in permitting the witness Michael George, over defendant's objection, to answer the question propounded him by plaintiff's counsel requesting said witness to tell the jury why it was he loaned the plaintiff at one time \$50.00 and at another time \$175.00, and yet took a note when he loaned her \$200.00. [153]

25. The Court erred in permitting the witness Michael George, over defendant's objection, to answer the question propounded him by plaintiff's counsel, which said question is as follows: "I am not talking about that at all—do you want to answer the question fairly?"

26. The Court erred in permitting the witness George Maloof, over defendant's objection, to answer the question propounded him by plaintiff's counsel as to whether or not the defendant Michael George was interested in an action entitled "W. G. Hills against George Meyers."

27. The Court erred in permitting the plaintiff over defendant's objection, to interrogate the witness George Maloof as to who paid his expenses to Juneau from Anchorage.

28. The Court erred in permitting the plaintiff, over defendant's objection, to interrogate the witness George Maloof as to why the defendant Michael George handed him, Maloof, the \$175.00 which said defendant was loaning to the plaintiff.

29. The Court erred in permitting the witness

George Maloof, over defendant's objection, to answer the question propounded him by plaintiff's counsel as to his connection with the \$200.00 which the defendant loaned to the witness George Meyers.

30. The Court erred in permitting the witness George Maloof, over defendant's objection, to answer the question propounded him by plaintiff's counsel as to where said witness slept.

31. The Court erred in refusing to permit the witness George Maloof, upon questions propounded him by defendant's counsel, to explain what he meant when he said in response to questions of plaintiff's counsel that he had never talked to anyone about the case.

32. The Court erred in permitting the witness Jake Saloum, over defendant's objections, to answer questions propounded him by plaintiff's counsel as to whether or not the defendant Michael George did not set said witness up in business.

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33. The Court erred in permitting the witness Jake Saloum, over defendant's objections, to answer the question propounded him by plaintiff's counsel as to whether or not said witness had not been able to get credit after the defendant had spoken to certain people in behalf of said witness.

34. The Court erred in permitting the witness Jake Saloum, over defendant's objections, to answer the question propounded him by plaintiff's counsel as to whether or not said witness protested against fixing up an account against the defendant in the book, Plaintiff's Exhibits "A" and "B."

35. The Court erred in refusing defendant's request to have plaintiff exhibit to the witness Jake Saloum a copy of the book, Plaintiff's Exhibits "A" and "B," which plaintiff's counsel contended had been made in the handwriting of said witness.

36. The Court erred in permitting the witness Jake Saloum, over defendant's objections, to testify in response to questions propounded by plaintiff's counsel as to whether or not said witness had ever heard anything about the account for rent which the witness George Meyers claimed against defendant.

37. The Court erred in permitting the witness Jake Saloum, over defendant's objections, to answer the question propounded him by plaintiff's counsel as to whether he didn't show to plaintiff's counsel in his office before the trial an account of the rent and claim for which plaintiff sued defendant herein.

38. The Court erred in permitting the witness L. Anderson, over defendant's objections, to answer the question propounded him by plaintiff's counsel as to whether or not said witness ever put an addition on the store building of the witness George Meyers.

39. The Court erred in permitting the witness George Meyers, over defendant's objections, on rebuttal, to answer the question propounded him by plaintiff's counsel as to whether or not the witness Jake Saloum did so as requested by said witness [155] Meyers and write out an account of the book, Plaintiff's Exhibits "A" and "B."

40. The Court erred in permitting the witness

George Meyers, over defendant's objections, on rebuttal, to answer the question propounded him by plaintiff's counsel as to whether or not certain things were said and done at the time of the making up of the account from the book, Plaintiff's Exhibits "A" and "B."

41. The Court erred in permitting the witness George Meyers, over defendant's objections, on rebuttal, to answer the question propounded him by plaintiff's counsel as to whether or not said witness had gone out in the store and got a book and brought it back and then went out and got another book in which to fix up the account against the defendant.

42. The Court erred in permitting the witness George Meyers, over defendant's objections, on rebuttal, to answer the question propounded him by plaintiff's counsel as to whether or not said witness Meyers would have known it if the witness Maloof had conducted a laundry in his store building.

43. The Court erred in permitting the witness Jake Saloum, over defendant's objections, on rebuttal, to answer the question propounded him by plaintiff's counsel as to whether or not he heard the witness Meyers say in the presence of said witness Saloum and the witnesses Mrs Meyers, Antone Meyers and Jake Saloum, that he, witness Meyers, was going to fix up an account in the book, Plaintiff's Exhibits "A" and "B," and put up a job on the defendant.

44. The Court erred in permitting the witness Mrs. George Meyers, over defendant's objections, on rebuttal, to answer the questions propounded her by

her counsel as to whether or not the defendant slept upstairs and ate with said witness for three months.

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45. The Court erred in permitting the witness Mrs. George Meyers, over defendant's objections, on rebuttal, to answer question propounded her by plaintiff's counsel as to whether or not the defendant slept on a counter in the store in which said defendant and the witness George Meyers conducted their partnership affairs.

46. The Court erred in permitting the witness Mrs. George Meyers, over defendant's objections, on rebuttal, to answer question propounded her by her counsel as to what the witness George Meyers said at the time he asked the witness Jake Saloum to copy the account from the book, Plaintiff's Exhibits "A" and "B."

47. The Court erred in permitting the witness Mrs. George Meyers, over defendant's objections, on rebuttal, to answer question propounded her by her counsel as to what the witness Maloof had been doing for the last two or three years.

48. The Court erred in receiving and filing that certain verdict, wherein the jury returned a verdict in favor of the plaintiff and against the defendant, for \$418.35.

49. The Court erred in making and rendering that certain opinion and decision, which certain opinion and decision was made on the 3d day of January, 1916, wherein and whereby the Court denied the motion of defendant for a new trial herein.

50. The Court erred in making and rendering

that certain judgment, which certain judgment was made and entered on the 4th day of January, 1916, wherein and whereby it is ordered, adjudged and decreed that plaintiff have and recover from defendant the sum of \$418.35, with interest at 8% from December 9, 1915, together with her costs and disbursements.

Dated at Juneau, Alaska, March 2, 1916.

GUNNISON & ROBERTSON,  
Attorneys for Defendant. [157]

Receipt of and due service of copy of within Assignment of Errors admitted this 27 day of April, 1916.

A. H. ZIEGLER,  
Of Counsel for Plaintiff.

Filed in the District Court, District of Alaska, First Division. Apr. 27, 1916. J. W. Bell, Clerk. By \_\_\_\_\_, Deputy.

[Endorsed]: No. 1277-A. In the District Court for the Territory of Alaska, Division No. 1. Mrs. George Meyers, Plaintiff, vs. Michael George, Defendant. Assignment of Errors. Gunnison & Robertson, Attorneys for Defendant, 101-105 Decker Building, Juneau, Alaska. [158]

*In the District Court for the District of Alaska,  
Division Number One, at Juneau.*

No. 1277-A.

MRS. GEORGE MEYERS,

Plaintiff,

vs.

MICHAEL GEORGE,

Defendant.

**Bond on Writ of Error.**

KNOW ALL MEN BY THESE PRESENTS, That we, Michael George, as principal, and Emmet J. McKanna and Guy McNaughton, as sureties, are held and firmly bound unto Mrs. George Meyers, plaintiff above named, in the sum of One Thousand Dollars, to be paid to the said Mrs. George Meyers, her heirs, executors and administrators, to which payment well and truly to be made, we bind ourselves and each of us, jointly and severally, and our and each of our heirs, administrators executors, representatives and assigns, firmly by these presents.

Sealed with our seals and dated the 27th day of April, 1916.

The condition of the above obligation is such that whereas the above-named defendant, Michael George, has sued out a writ of error to the United States Circuit Court of Appeals for the Ninth Circuit, to reverse the judgment in the above-entitled cause by the District Court for the District of Alaska, Division Number One, rendered, entered and made by said last-mentioned Court on the 4th day of January, 1916, and wherein and whereby it is ordered, adjudged and decreed that the above-named plaintiff

have and recover from the above-named defendant the sum of \$418.35, with interest [159] thereon at the rate of 8% per annum from December 9, 1915, together with her costs and disbursements,

NOW, THEREFORE, the condition of this obligation is such that if the above-named Michael George shall prosecute his said writ of error to effect, and answer all costs and damages, if he shall fail to make good his plea, and shall at all times render himself amenable to the orders and process of this court or the appellate court, and render himself in execution if the judgment of this court is affirmed, on any judgment of this court, or said appellate court, or any court to which it may be appealed or removed by writ of error, then this obligation shall be void; otherwise to remain in full force and virtue.

M. GEORGE, (L. S.)

Principal.

EMMETT J. McKANNA, (L. S.)

GUY McNAUGHTON, (L. S.)

Sureties.

United States of America,  
Territory of Alaska,—ss.

Emmett J. McKanna and Guy McNaughton, being first duly sworn on oath, each for himself and not one for the other, deposes and says: I am one of the sureties on the foregoing bond; I am a resident of the District of Alaska, but am not an attorney at law, counsellor, marshal, clerk of any court, or other officer of any court, and am qualified to be bail; and I am worth the sum of One Thousand Dollars, over and above all my just debts and liabilities and exclusive of property exempt from execution.

EMMETT J. McKANNA.

GUY McNAUGHTON.

Subscribed and sworn to before me this 27th day of April, 1916.

[Notarial Seal] R. E. ROBERTSON,  
Notary Public for Alaska.

My commission expires the 19 day of June, 1917.  
[160]

The within bond is hereby approved this 27th day of April, 1916.

[Court Seal] J. W. BELL,  
Clerk of the District Court.

O. K.—Z. R. CHENEY.

Filed in the District Court, District of Alaska, First Division. Apr. 27, 1916. J. W. Bell, Clerk. By \_\_\_\_\_, Deputy.

[Endorsed]: No. 1277-A. In the District Court for the Territory of Alaska, Division No. 1. Mrs. George Meyers, Plaintiff, vs. Michael George, Defendant. Bond. Gunnison & Robertson, Attorneys for Defendant. Gunnison & Robertson, Attorneys at Law, 101-107 Decker Building, Juneau, Alaska.

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*In the District Court for the District of Alaska,  
Division Number One, at Juneau.*

No. 1277-A.

MRS. GEORGE MEYERS,

Plaintiff,

vs.

MICHAEL GEORGE,

Defendant.

**Writ of Error.**

United States of America,—ss.

The President of the United States of America to  
the Honorable ROBERT W. JENNINGS,  
Judge of the District Court for the District of  
Alaska, Division Number One, Greeting:

Because in the record and proceedings and by the  
verdict of the jury, as also in the rendition of the  
judgment of a plea in said District Court, before  
you, between Mrs. George Meyers, plaintiff, and  
Michael George, defendant, a manifest error hath  
happened, to the great prejudice and damage of the  
said defendant, Michael George, as is said and ap-  
pears by the petition herein.

We, being willing that error, if any hath been,  
should be duly corrected, and full and speedy jus-  
tice done to the parties aforesaid in this behalf, do  
command you, if judgment be therein given, that  
then under your seal, distinctly and openly, you send  
the record and proceedings aforesaid, with all things  
concerning the same, to the United States Circuit  
Court of Appeals for the Ninth Circuit, in the city  
of San Francisco, in the State of California, together  
with this writ, so as to have the same at the said  
place before said Court on the 27th day of May,  
1916; that the record and proceedings aforesaid be-  
ing inspected, the said Circuit Court of [162]  
Appeals may cause further to be done therein to  
correct those errors what of right, and according to  
the laws and customs of the United States, should  
be done.

Witness the Honorable EDWARD DOUGLASS  
WHITE, Chief Justice of the Supreme Court of the

United States, this 27th day of April, 1916.

[Seal] J. W. BELL,

Clerk of the District Court for the District of Alaska, Division Number One.

Said Writ is by me allowed, this 27th day of April, 1916.

ROBERT W. JENNINGS,

Judge of the District Court for the District of Alaska, Division Number One.

Copy of this Writ of Error received and due service admitted this 27th day of April, 1916.

CHENEY and ZIEGLER,

Attorneys for Plaintiff and Defendant in Error.

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Filed in the District Court, District of Alaska, First Division. Apr. 27, 1916. J. W. Bell, Clerk. By \_\_\_\_\_, Deputy. [164]

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*In the District Court for the District of Alaska,  
Division Number One, at Juneau.*

No. 1277-A.

MRS. GEORGE MEYERS,

Plaintiff,

vs.

MICHAEL GEORGE,

Defendant.

**Citation on Writ of Error.**

The President of the United States of America to  
Mrs. George Meyers, the Above-named Plaintiff,  
and to Her Attorneys, Messrs. Cheney & Zeigler,  
Greeting:

You are hereby cited and admonished to be and

appear at the United States Circuit Court of Appeals for the Ninth Circuit, to be holden at the city of San Francisco, in the State of California, within thirty days from the date of this citation, pursuant to a writ of error filed in the clerk's office of the District Court for the District of Alaska, Division Number One, wherein you, the said Mrs. George Meyers, are plaintiff and defendant in error, and Michael George is defendant and plaintiff in error, to show cause, if any there be, why the judgment in the said writ or error mentioned should not be corrected, and speedy justice done to the parties in that behalf.

Witness the Honorable EDWARD DOUGLASS WHITE, Chief Justice of the Supreme Court of the United States of America, this 27th day of April, 1916, and of the Independence of the United States the 141st year.

ROBERT W. JENNINGS,  
Judge of the District Court.

[Seal] Attest: J. W. BELL,  
Clerk of the District Court. [165]

Due service and receipt of copy of within citation admitted this 27th day of April, 1916.

A. H. ZIEGLER,  
Of Counsel for Plaintiff and Defendant in Error.

Filed in the District Court, District of Alaska,  
First Division. Apr. 27, 1916. J. W. Bell, Clerk.  
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*In the District Court for the District of Alaska,  
Division Number One, at Juneau.*

No. 1277-A.

MRS. GEORGE MEYERS,

Plaintiff,

vs.

MICHAEL GEORGE,

Defendant.

**Praecipe for Transcript of Record.**

Hon. J. W. Bell, Clerk of the District Court for the District of Alaska, Division Number One, at Juneau.

Dear Sir: Please prepare the transcript of the record on Writ of Error in the above-entitled case and certify the following papers, to wit:

1. Complaint.
2. Answer.
3. Reply (filed on August 26, 1915).
4. Verdict.
5. Opinion filed, and order entered thereon, denying motion for new trial.
6. Judgment.
7. Bond for stay of execution.
8. Order of March 4, 1916, granting 30 days to prepare and file bill of exceptions.
9. Order of March 28th, 1916, extending time to April 10, 1916, in *in* which to prepare and file bill of exceptions.
10. Order of April 10, 1916, extending time in which to prepare and file bill of exceptions.

11. Order of April 17, 1916, extending time in which to prepare and file bill of exceptions.
12. Bill of exceptions, including order allowing and settling the same.
13. Petition for Writ of Error.
14. Order allowing Writ of Error.
15. Assignment of Errors. [167]
16. Bond.
17. Writ of Error.
18. Citation.
19. This Praeclipe.

When so *prepare*, you will kindly transmit said record to the clerk of the United States Circuit Court of Appeals for the Ninth Circuit at the city of San Francisco, State of California.

GUNNISON & ROBERTSON,  
Attorneys for Defendant.

Filed in the District Court, District of Alaska, First Division. May 13, 1916. J. W. Bell, Clerk. By L. E. Spray, Deputy.

Due service of the within Praeclipe admitted this 13th day of May, 1916.

A. H. ZIEGLER,  
Of Attorneys for Plaintiff. [168]

*In the District Court for the District of Alaska,  
Division No. 1, at Juneau.*

United States of America,  
District of Alaska,  
Division No. 1,—ss.

**Certificate of Clerk U. S. District Court to  
Transcript of Record.**

I, J. W. Bell, Clerk of the District Court for the District of Alaska, Division No. 1, hereby certify that the foregoing and hereto attached 168 pages of typewritten matter, numbered from 1 to 168, both inclusive, constitute a full, true, and complete copy, and the whole thereof, *of* as per the *praecipe* of the plaintiff in error, on file herein and made a part hereof, in the cause wherein Michael George is plaintiff in error and Mrs. George Meyers is defendant in error, No. 1277-A, as the same appears of record and on file in my office, and that the said record is by virtue of the Writ of Error and Citation issued in this cause and the return thereof in accordance therewith.

I do further certify that this transcript was prepared by me in my office, and the cost of preparation, examination, and certificate, amounting to \$69.75 has been paid to me by counsel for plaintiff in error.

In witness whereof I have hereunto set my hand and the seal of the above-entitled court this 27th day of May, 1916.

[Seal]

J. W. BELL,

Clerk.

By L. E. Spray,  
Deputy.

[Endorsed]: No. 2805. United States Circuit Court of Appeals for the Ninth Circuit. Michael George, Plaintiff in Error, vs. Mrs. George Meyers, Defendant in Error. Transcript of Record. Upon Writ of Error to the United States District Court of the District of Alaska, Division No. 1.

Filed June 3, 1916.

F. D. MONCKTON,  
Clerk of the United States Circuit Court of Appeals  
for the Ninth Circuit.

By Paul P. O'Brien,  
Deputy Clerk.